



## TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ



Dumlupınar Bulvarı No:252 (Eskişehir Yolu 9. Km.) 06530 /ANKARA

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Sayı : E-34221550-720-3296

Tarih: 27.03.2024

Konu : Sri Lanka Bandaranaike Uluslararası Havalimanında kullanılacak ekipman ihalesi

### TÜM ODA VE BORSALARA (Genel Sekreterlik)

İlgi : Ticaret Bakanlığı'nın 25.03.2024 tarihli e-postası

İlgide kayıtlı e-postada, Bandaranaike Uluslararası Havalimanında kullanılmak üzere 8 adet yer güç ünitesi (180 kva - 2x90 kva & 28v) - çekici tipi temini ve teslimi için ihale ilanı duyurusu iletilmekte ve söz konusu ihalenin kapanış tarihinin 25 Nisan 2024 olduğu bildirilmektedir.

Bilgilerinizi ve söz konusu ihalenin ilgili üyelerinize duyurulmasını rica ederim.

Saygılarımla,

*e-imza*

Ali Emre YURDAKUL

Genel Sekreter Yardımcısı

EK: FW: Sri Lanka/ İhale Duyuruları (53 sayfa)



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**From:** KUBİLAY ŞİMŞEK  
**Sent:** Mon, 25 Mar 2024 09:03:59 +0000  
**To:** ebys  
**Subject:** FW: Sri Lanka/ İhale Duyuruları  
**Attachments:** Sri Lanka\_ İhale Duyuruları\_Ek\_Sri Lanka\_ İhale Duyuruları\_Ek\_1. Sri Lanka Havayolları İhale Belgesi.pdf.pdf, Sri Lanka\_ İhale Duyuruları\_Ek\_Sri Lanka\_ İhale Duyuruları\_Ek\_2. Sri- Lanka Ceylon Depolama Terminalleri Şirketi İhale Belgesi.pdf.pdf, Sri Lanka\_ İhale Duyuruları\_Ek\_Sri Lanka\_ İhale Duyuruları\_Ek\_3. Sri Lanka Ulaştırma ve Otoyollar Bakanlığı İhale Belgesi.pdf.pdf, Sri Lanka\_ İhale Duyuruları\_Ustyazi.pdf

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**From:** INFO <info@tobb.org.tr>  
**Sent:** Monday, March 25, 2024 12:03 PM  
**To:** KUBİLAY ŞİMŞEK <kubilay.simsek@tobb.org.tr>  
**Subject:** İlt: Sri Lanka/ İhale Duyuruları

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**Gönderen:** Sariye Katar <[katars@ticaret.gov.tr](mailto:katars@ticaret.gov.tr)>  
**Gönderildi:** 25 Mart 2024 Pazartesi 11:36  
**Kime:** [tim@tim.org.tr](mailto:tim@tim.org.tr); INFO  
**Bilgi:** Koray Ali Konca; Mehmet Tayfun Gülle  
**Konu:** Sri Lanka/ İhale Duyuruları

Sayın İlgili

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- Ticaret Bakanlığı



**INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY AND DELIVERY OF 08 GROUND POWER  
UNITS (180 KVA – 2X90 KVA & 28V) - TOWING TYPE FOR USE WITHIN BANDARANAIKE  
INTERNATIONAL AIRPORT**

**DATE OF ISSUE: 11 MARCH 2024**

**REFERENCE NO: GSE/ICB 08/2023**

**CHAIRMAN OF MINISTRY PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS, SHIPPING AND AVIATION**

**ON BEHALF OF**

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

## **SECTION I: INSTRUCTIONS TO BIDDERS (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 The SriLankan Airlines Limited (hereinafter referred to as the "SriLankan Airlines") invites you to submit a Bid for the supply of Equipment(s) as specified in Section III - Schedule of Requirements.</p> <p>1.2 You are requested to confirm your intention to submit a Bid by forwarding the duly filled Bid Acknowledgment Form attached at Annexure A, seven (07) working days prior to the Bid closing date.</p>
2. Advertising Method	<p>2.1 An advertisement will be published in local newspapers (Sunday Observer &amp; Daily News) and on the official websites of SriLankan Airlines and the Ministry of Ports, Shipping and Aviation of Sri Lanka. Further, all Foreign Embassies and High Commissions will be notified through the Ministry of Foreign Affairs of Sri Lanka.</p>
<b>B: Contents of Bidding Documents</b>	
3. Contents of Bidding Documents	<p>3.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. Special Conditions of SriLankan Airlines</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Technical/General Specifications &amp; Compliance Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Bid Security Declaration Form</li><li>• Annexure E : Performance Security Guarantee/Warranty Security Form</li><li>• Annexure F : Company's Information Form</li><li>• Annexure G : Clientele Information Form</li><li>• Annexure H : Sample Contract</li></ul> <p>3.2 Bids from agents representing Principals abroad, shall not be considered unless the agent holds a valid Letter Of Authorization duly signed by the Principal, empowering the agent to submit a Bid on Principal's behalf.</p> <p>3.3 Copies of the Business Registration of both the Principal and agent shall be provided in such an arrangement.</p> <p>3.4 The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers and email if any.</p> <p>3.5 Nomination/change of agents after the Bid has been submitted until the awarding of the tender shall not be valid.</p> <p>3.6 If the Bidder (in the case of an agent-Principal arrangement, the Principal), is not the Manufacturer, the documentary proof of the arrangement with the Manufacturer shall be furnished.</p> <p>3.7 In the case of point 3.2 above, the tender shall be awarded to the Principal, and the Principal shall enter into a valid contract with SriLankan Airlines Limited.</p>

4. Clarification of Bidding Documents	4.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact SriLankan Airlines Limited via e-mail address specified in the Bidding Data Sheet. SriLankan Airlines Limited will respond to any request for clarification, provided that such request is received no later than two (02) calendar days prior to the deadline for submission of Bids.
<b>C: Preparation of Bids</b>	
5. Documents Comprising your Bid	<p>5.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Sections IV. Bid Submission Form</li> <li>• Annexure A : Bid Acknowledgement Form</li> <li>• Annexure B : Technical/General Specifications &amp; Compliance Form</li> <li>• Annexure C : Price Schedule Form</li> <li>• Annexure D : Bid Security Declaration Form</li> <li>• Annexure F : Company's Information Form (This Form shall be completed by the Bidder; however, in the case of an agent-Principal arrangement, the Principal is required to fill this)</li> <li>• Annexure G : Clientele Information Form</li> <li>• Annexure H : Reviewed Sample Contract by the Bidder</li> <li>• Annexure I : A valid Letter of Authorization (for agents representing Principals abroad)</li> <li>• Annexure J : A copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties)</li> <li>• Annexure K : Documentary proof of the arrangement with the Manufacturer (if the Bidder (in the case of an agent-Principal arrangement, the Principal) is not the Manufacturer)</li> </ul>
6. Bid Submission Form	<p>6.1 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.</p> <p>6.2 All blank spaces shall be filled in with the information requested.</p>
7. Prices	<p>7.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>7.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid.</p> <p>7.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 10.1 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>
8. Currency	8.1 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.
9. Documents to Establish the Conformity for the Equipment(s)	9.1 To establish the conformity of the Equipment(s) offered, the Bidder shall furnish the documentary evidence that the offered Equipment(s) conform to 'Annexure B: Technical/General Specifications and Compliance Form'.

10. Period of Validity of Bid	10.1 Bids shall remain valid for a period of one hundred twenty (120) days after the Bid submission deadline date.
11. Bid Security Declaration	11.1 The Bidder shall furnish as part of its Bid, a Bid Security Declaration, using the Bid Security Declaration Form included in Annexure D. <b>(Mandatory)</b>
12. Format and Signing of Bid	12.1 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. All documents shall be duly signed and stamped when forwarding.
<b>D: Payment terms</b>	
13. Payment terms	13.1 Minimum 45 days credit from the date of commissioning and acceptance by SriLankan Airlines at SriLankan Airlines premises for 100% order value is preferred.
<b>E: Submission and Opening of Bid</b>	
14. Submission of Bid	<p>14.1 The Bidder shall submit its Bid by registered post, courier, or by hand in a sealed envelope.</p> <p>14.2 The sealed envelope shall bear the specific identification of this Bid exercise as indicated as follows:</p> <p><b>"Submission of Bids for Supply &amp; Delivery Of 08 Ground Power Units (180 KVA – 2x90 KVA &amp; 28V) - Towing Type For Use Within Bandaranaike International Airport (GSE/ICB 08/2023)"</b></p> <p>14.3 If the Bidder wishes to hand deliver Bids following details should be provided one day in advance.</p> <ul style="list-style-type: none"> <li>• Company name</li> <li>• Company representative's name, NIC / passport no.</li> <li>• Driver details</li> <li>• Vehicle details etc.</li> </ul>
15. Deadline for Submission of Bid	15.1 Bid must be received by 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.
16. Late Bid	16.1 SriLankan Airlines shall reject any Bid that arrives after the deadline for submission of Bids in accordance with ITB Clause 15.1 above.
17. Opening of Bids	<p>17.1 SriLankan Airlines shall conduct the opening of the Bid in the presence of the Bidders at the address, date, and time specified in the Data Sheet.</p> <p>17.2 A representative of the Bidder may be present and mark its attendance.</p> <p>17.3 The presence of the Bidder, will not necessarily ensure the selection of the proposed Equipment(s).</p> <p>17.4 If the Bidder wishes to participate in the Bid opening, the following details should be provided one day in advance.</p> <ul style="list-style-type: none"> <li>• Company name</li> <li>• Company representative's name, NIC/passport no.</li> <li>• Driver details</li> <li>• Vehicle details etc.</li> </ul>

<b>F: Evaluation and Comparison of Bid</b>	
18. Clarification of Bids	<p>18.1 To assist in the examination, evaluation, and comparison of the Bids, 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 SriLankan Airlines shall not be considered.</p> <p>18.2 SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines Limited's address specified in the Data Sheet.</p>
19. Responsiveness of Bids	<p>19.1 SriLankan Airlines will determine the responsiveness of the Bid to the documents based on the contents of the Bid received.</p> <p>19.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.</p>
20. Evaluation of Bid	<p>20.1 The Bid will be subjected to an evaluation based on criteria defined in the specifications and the following:</p> <ul style="list-style-type: none"> <li>I. Total final cost of the order</li> <li>II. Compliance for all required specifications marked as Mandatory in Annexure B</li> <li>III. A valid Letter of Authorization (for agents representing Principals abroad)</li> <li>IV. A copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties)</li> <li>V. Documentary proof of the arrangement with the Manufacturer (if the Bidder (in the case of an agent-Principal arrangement, the Principal) is not the Manufacturer)</li> <li>VI. ISO Certification ISO 6858 : 1982 (E) , ISO 461 : 1985</li> <li>VII. Clientele and customer feedback</li> <li>VIII. Physical inspection to verify specifications and performance.</li> <li>IX. SriLankan Airlines past experience with the Bidder and quoted brand/model.</li> <li>X. Manufacturing Lead time – Maximum 10 Months.</li> <li>XI. Cost of maintenance &amp; repairs</li> </ul>
21. SriLankan Airline's Right to Accept any Bid, and to Reject any or all Bids.	<p>21.1 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.</p>
<b>G: Award of Contract</b>	
22. Acceptance of the Bid	<p>22.1 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.</p>

<p>23. Notification of acceptance</p>	<p>23.1 SriLankan Airlines will notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>23.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful Bidder to sign it.</p> <p>23.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>23.4 The contract is extendable for a further 01-year period based on mutual agreement under the same terms and conditions, and supplier performance.</p>
<p>24. Performance Security</p>	<p>24.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines the successful Bidder shall furnish a performance security of 10% (Please refer to Procurement Guideline Reference 5.4.8 of the Government Procurement Manual) 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>24.2 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 SriLankan Airlines valid for the period of the contract and 90 days thereafter.</p> <p>24.3 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 Security Declaration. In the event SriLankan Airlines may award the contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the SriLankan Airlines to be qualified to perform the contract satisfactorily.</p> <p>24.4 If the performance security is issued by an international bank based in another country, such performance security shall be "confirmed" by a bank operating in Sri Lanka.</p>
<p>25. Warranty Security</p>	<p>25.1 The successful Bidder shall submit a warranty security of 10% of the total value of the contract within fourteen (14) days of the acceptance of Equipment(s), through a reputed bank of Sri Lanka using the form included in Annexure E.</p> <p>25.2 The warranty security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight through a reputed bank in Sri Lanka in favor of SriLankan Airlines valid for the period of the contract and 90 days thereafter.</p> <p>25.3 If the warranty security is issued by an international bank based in another country such performance security shall be "confirmed" by a bank operating in Sri Lanka.</p> <p>25.4 The performance Security shall be returned upon submission of warranty Security by the successful Bidder.</p>



## **SECTION II: BIDDING DATA SHEET (BDS)**

<b>ITB Clause Reference</b>	<b>Instructions</b>
3.2	Bids from agents representing a Principal abroad shall consist of a valid Letter Of Authorization duly signed by the Principal.
3.3	Bidder shall furnish a copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties).
3.6	If the Bidder (in the case of an agent-Principal arrangement, the Principal) is not the Manufacturer, documentary proof of the arrangement with the Manufacturer shall be provided.
4.1	For clarification of Bids: No later than two (02) calendar days prior to the deadline for submission of Bids Attention: Lakshika Sujani Address: SriLankan Airlines Limited, Commercial Procurement Department (GSE), Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94 (0) 197331059 / +94 (0)744441059 Fax: +94(0) 197335276 E-mail: <a href="mailto:lakshika.sujani@srilankan.com">lakshika.sujani@srilankan.com</a>
9.1	To establish the conformity of the Equipment(s) offered, the Bidder shall furnish the documentary evidence that the offered Equipment(s) conform to 'Annexure B: Technical/General Specifications and Compliance Form'.
14.1	The address for the submission of Bids: Attention: Mrs. Tharanie Halpandeniya Address: Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94197332648  The deadline for submission of Bids: <b>On or before 25th Apr 2024, 10.30 hours SriLankan Time (GMT + 5:30)</b>  If the Bidder wishes to hand deliver Bids and samples: <b>Details (Name, NIC/Passport Reference, Vehicle Number) should be provided one day in advance</b> to the contact point provided at 4.1 of the BDS to arrange security clearance
14.2	The name of the RFP: <b>"Submission of Bids for Supply &amp; Delivery Of 08 Ground Power Units (180 KVA – 2x90 KVA &amp; 28V) - Towing Type For Use Within Bandaranaike International Airport (GSE/ICB 08/2023)"</b>
16.1	Opening of the Bids: <b>On 25th Apr 2024, 11.00 hours Sri Lankan Time (GMT +5:30)</b>

17.2	<p>To participate in the Bid opening:</p> <p>Attention: Lakshika Sujani Address: SriLankan Airlines Limited, Commercial Procurement Department (GSE), Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94 (0) 197331059 / +94 (0)744441059 Fax: +94(0) 197335276 E-mail: <a href="mailto:lakshika.sujani@srilankan.com">lakshika.sujani@srilankan.com</a></p> <p>If the Bidder wishes to participate in the Bid opening: <b>Details (Name, NIC/Passport Reference, Vehicle Number) should be provided one day in advance to arrange security clearance</b></p>
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### **SECTION III: SCHEDULE OF REQUIREMENTS**

I. Description of Equipment(s)	Ground Power Units (180 KVA – 2x90 KVA & 28V) - Towing Type
II. Condition of the Equipment(s)	Brand New
III. Quantity	08
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 and acceptance by SriLankan Airlines at SriLankan Airlines premises for 100% order value is preferred.
VIII. Performance Bond	<ul style="list-style-type: none"><li>• Unconditional irrevocable Bank guarantee on First Written Demand of 10% from the total order value (Through a reputed bank of Sri Lanka or an international bank) to cover the contract period and 90 days thereafter.</li><li>• If the performance security is issued by an international bank based in another country, such performance security should be “confirmed” by a reputed bank operating in Sri Lanka.</li><li>• The successful Bidder shall ensure that the performance security remains valid until the Equipment(s) is/are delivered, commissioned, and accepted by SriLankan Airlines</li><li>• The performance bond should be provided within 07 days of receipt of the notification of the purchase order.</li></ul>
IX. Warranty Bond	<ul style="list-style-type: none"><li>• Unconditional irrevocable Bank guarantee on First Written Demand of 10% of the total order value (Through a reputed bank of Sri Lanka or an international bank) to cover the warranty period and 90 days thereafter.</li><li>• If the Warranty security is issued by an international bank based in another country, such warranty security should be “confirmed” by a reputed bank operating in Sri Lanka.</li><li>• The warranty bond should be provided within 14 days of acceptance of Equipment(s).</li></ul>

**THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED,  
THE BID SHALL BE REJECTED.**

**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 Equipment(s) [insert a brief description of the Equipment(s)];
- (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 10.1
- (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 SriLankan Airlines Limited is not bound to accept the lowest evaluated Bid or any other Bid that SriLankan Airlines Limited may receive.
- (g) Bid Security Declaration is attached and same is valid for a period of 120 days after the Bid submission deadline.

Signed: [Insert signature of the duly authorized person]

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

Date: [Insert date]

## **SECTION V: SPECIAL CONDITIONS OF SRILANKAN AIRLINES LIMITED**

- I. Bids from agents representing Principals abroad, shall adhere to the following.
  - Shall furnish a valid Letter Of Authorization duly signed by the Principal, empowering the agent to submit a Bid on Principal's behalf
  - Copies of the Business Registration of both the Principal and agent shall be provided
  - The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers and email if any.
  - Nomination/change of agents after the Bid has been submitted until the awarding of the tender shall not be valid.
- II. In the case of an agent-Principal arrangement, if the Bid is accepted by SriLankan Airlines Limited, the tender will be awarded to the Principal and the Principal shall enter into a contract with SriLankan Airlines Limited – Annexure H.
- III. If the Bidder (in the case of an agent-Principal arrangement, the Principal), is not the Manufacturer, the documentary proof of the arrangement with the Manufacturer shall be furnished.
- IV. SriLankan Airlines Limited requires inspecting the Equipment(s) at the evaluation stage by SriLankan Airlines Limited's personnel (maximum 2 persons). The same has to be arranged by the Bidder at the manufacturing plant to inspect the manufacturing facility and finished Equipment(s) including the offered make/model. All applicable expenses such as airport taxes, visa fees, ground transport, accommodation and meals of the personnel who attend the inspection shall be borne by the Bidder. SriLankan Airlines Limited will bear the airfare if the manufacturing plant is located in a country where SriLankan Airlines operates direct flights. If other airlines are involved the Bidder shall bear such airfare.
- V. The successful Bidder shall arrange for Pre Delivery Inspection to be done by SriLankan Airlines Limited personnel (maximum 2 persons) at the relevant manufacturing facility. All the relevant test facilities must be provided by the Bidder. All applicable expenses such as airport taxes, visa fees, ground transport, accommodation and meals of the personnel who attend the Pre Delivery Inspection shall be borne by the Bidder. SriLankan Airlines will bear the airfare if the manufacturing plant is located in a country where SriLankan Airlines operates direct flights. If other airlines are involved the Bidder shall bear such airfare.
- VI. The successful Bidder shall arrange commissioning of the Equipment(s) and training for relevant SriLankan Airlines staff once the Equipment(s) is/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 Bidder.
- VII. The Bidder shall provide a comprehensive unconditional warranty of 2 years from the date mentioned in the Commissioning and Acceptance Form in Attachment 3 for manufacturing defects of the Equipment(s) except for wear and tear.
- VIII. All required manuals specified under technical/general specifications should be available in English Language at inspection.

- IX. Raw materials used to manufacture the Equipment(s) stated under "Scheduled of Requirements", work in progress items and completed units should be available for the inspection carried out during evaluation.
- X. In order to ensure continuity of supply of equipment/services to SriLankan Airlines Limited in the event of a disruption to the Bidder's operations, the details of alternative arrangements available within the agreed cost and specifications of the Equipment(s) should be provided.
- XI. Upon delivery and/ or completion of the installation of the Equipment(s), SriLankan Airlines Limited shall perform prescribed tests to determine that the Equipment(s) is/are operating in conformance with SriLankan Airlines Limited's published performance specifications for the Equipment(s) and any other requirements agreed to by the parties (hereinafter "Specification") as indicated in the Specification Sheet.
- XII. If SriLankan Airlines Limited finds that the Equipment(s) does not comply with the Specifications, SriLankan Airlines Limited at its discretion has the right to either reject or request a modification to the Equipment(s) to comply with the Specifications. The modification will not affect the Warranty provided hereunder. If the Equipment(s) is/are rejected, SriLankan Airlines Limited shall recover any and all money paid, and any cost incurred due to the redelivery of the Equipment(s) to the Bidder.
- XIII. Minimum 45 days credit from the date of commissioning, and acceptance by SriLankan Airlines at SriLankan Airlines premises for 100% order value is preferred.
- XIV. 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 Equipment(s) to SriLankan Airlines.
- b. Liquidated damages shall be determined by 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 their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date.

Invitation for Submission of Bids for Supply & Delivery of 08 Ground Power Units (180 KVA– 2x90 KVA & 28V) - Towing Type for use within Bandaranaike International Airport, Reference No - GSE/ICB-08/2023 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 : .....

**THIS IS A COMPULSORY FORM.**  
**IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.**

**ANNEXURE B - TECHNICAL/GENERAL SPECIFICATIONS & COMPLIANCE FORM**

Name of the Bidder : .....

Name of the Principal : .....

Brand : .....

Model : .....

Country of Origin of the quoted Equipment(s) : .....

Country of Manufacture of the quoted Equipment(s) : .....

Confirmation on the brand new condition of the Equipment(s) : .....

HS code : .....

• **Specifications for Ground Power Units (180 KVA– 2x90 KVA & 28V) - Towing Type**

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
1.	Diesel Engine Towing Type Ground Power Unit 180 KVA 400HZ, 115/200 volt AC should be able to provide electrical power to all Civil / Cargo Aircraft including Boeing and Airbus series (including A380, B747, etc.)	*	
2.	Towing type, front steering system.	*	
3.	Engine – Diesel, direct injection, turbo charge, water / coolant cooled engine. (Please specify make and model originated country/countries).	*	



Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
4.	Generator 180 KVA– Should produce and supply the regulated 400 HZ, 115/200Volt AC (nominal) 3 Phase 4 wire (grounded neutral) Y connected, to parked Aircraft for operation of the Aircraft Electrical and equipment when the on board generators are not running 180 KVA capacity.	*	
5.	a) Electrical Characteristics such as Load, voltage, frequency, control circuit, Environmental conditions, and ranges should be cover AHM 972.	*	
	b) Safety devices to be provided to protect Aircraft instruments and devices when the GPU is defective.	*	
6.	Protective & Controls –	*	
a)	Battery master switch to be provided.	*	
b)	Easy cleaning material for canopy panels to be provided.	*	
c)	The control panel should have easy accessibility of controls and instruments and should contain all necessary equipment for the operation and should have control of power source and alternator.	*	
d)	The panel controls and instruments should be separately identified clearly and distinctly divided between power source, alternator controls and Instruments.	*	
e)	Anti-towing safety feature- this feature does not allow the GPU to be towered away when the GPU is still connected to the Aircraft.	*	
f)	Low coolant level, high temperature, low fuel level	*	
7.	Noise Level- Not exceed 85 dBA. (as per AHM 910, 43 edition)	*	

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
8.	Dual output (90 KVA each) cables including weather proof six pins power socket with Safety caps and long enough for operations ; minimum 9m (30fts) each should be attached to the GPU	*	
9.	GPU plug in socket maintenance and socket dimension measuring kit to be provided free of charge	*	
10.	Cable trays should be provided to keep the cables safely on both sides.	*	
11.	A 28 volts DC power output package should be included with cable (minimum 6m).	*	
12.	Complete instrumentations for engine, generator accessories, output power and protective system and failure warning indicators (Standard technical and safety warnings/indictors) should be fitted.	*	
13.	A flashing amber beacon should be provided free of charge.	*	
14.	Should be in compliance with ISO 6858: 1982(E), ISO 461:1985, SAE APR 5015 and also should be in compliance with AHM 910 , AHM 905, AHM 904, AHM 913, AHM 915, AHM 972 of 43 edition (Basic Requirements, Reference material, Aircraft Systems, Basic Safety Requirement, and Standard Controls).	*	
15.	All indicates, tags, warnings, information tags and displays should be in English Language.	*	
16.	Unit should be installed on a solid structure, with wheels and cart bolts, which should be withstand the extra load exerted, when a sharp turn is taken.	*	
17.	Parking brakes should be engaged when tow bar in upright position.	*	
18.	If HMI is installed to operate and control the GPU, the specific HMI should be water proofed, UV protected and essential safety coverings to be placed.	*	

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
19.	a) GPU performance and specifications will be tested on offered model at manufacturing factory.	*	
	b) All the testing equipment such as Load bank, socket dimension measuring tools etc. should be provided by the Principal at the time of the testing at the factory premises.	*	

Running Number	General Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
1.	One spare wheel of each size to be provided free of charge.	*	
2.	(a) Three sets (two hard copies and one soft copy) of operation, maintenance and spare parts manuals in English language to be provided free of charge.	*	
	(b) Please provide separate spare parts manuals for Engine, Generator and electrical & rest of the parts related to the GSE.	*	
3.	Two sets of electrical schematic diagram should be provided on laminated A-3 size paper free of charge.	*	
4.	Guarantee for availability of spares for a minimum of 10 years' service and maintenance.	*	

Running Number	General Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
5.	(a) Commissioning of unit at site and operator briefing / demonstration for operating staff to be provided free of charge.	*	
	(b) Commissioning of the units should be handled by an engineer/ technical expert of the manufacturing company.	*	
6.	Comprehensive Technical training for the technical staff to be conducted free of charge in the manufacturing factory premises. (Engine and Generator)	*	
7.	Warranty period – Minimum two years.	*	
8.	Complete tool box with required / essential tools to be provided free of charge.	*	
9.	Essential spare parts list required for servicing of the Equipment(s) for the first year should be specified in the technical offer, and to be provided free of charge along with the delivery of the Equipment(s).	*	
10.	Should be painted in company corporate colour – white, Code No– RAL 9010	*	
11.	Removable and rechargeable type fire extinguisher to be provided free of charge.	*	
12.	Equipment brochure (hard copy) should be provided with the technical offer	*	

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

**THIS IS A COMPULSORY FORM.**  
**IF YOU DO NOT FILL AND SUBMIT THIS FORM, YOUR BID SHALL BE REJECTED.**

**ANNEXURE C: PRICE SCHEDULE FORM**

Name of the Bidder : .....

Name of the Principal : .....

Name of the Manufacturer : .....

Brand : .....

Model : .....

Line Item No	Description of Equipment(s)	Country of Origin/ manufacture	Quantity	Unit of Measure	Unit Price CFR Colombo Port	Total Price CFR Colombo Port	Remarks (If any)
1	Ground Power Units (180 KVA- 2x90 KVA & 28V) - Towing Type		08	Each			

Payment term: .....

- Minimum 45 days credit from the date of commissioning and acceptance by UL at Sri Lankan Airlines premises for 100% order value is preferred.

SriLankan Airlines Limited Requirements	Bidder's Response
I. Bid/Quotation Validity	
II. Bid Security Declaration (attached or not)	
<p>III. Acceptance on 10 % performance security (to cover the contract performance)</p> <ul style="list-style-type: none"> <li>• Acceptance on 10 % performance security.</li> <li>• 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.</li> <li>• 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.</li> <li>• The successful Bidder shall ensure that the performance security is remain valid, until the Equipment(s) is/are delivered, commissioned and accepted by SriLankan Airlines</li> <li>• The performance bond should be provided within 07 days of receipt of the notification of the purchase order.</li> </ul>	

<b>SriLankan Airlines Limited Requirements</b>	<b>Bidder's Response</b>
<p>IV. Warranty Security</p> <ul style="list-style-type: none"> <li>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.</li> <li>The Warranty Security should be provided within 14 days of acceptance of Equipment(s).</li> </ul>	
<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>	
<p>VIII. Name and address of the shipping line</p>	
<p>IX. Shipping counterpart in Sri Lanka and contact details</p>	

SriLankan Airlines Limited Requirements	Bidder's Response
<p>X. Confirmation on Inspection Prior to order :</p> <p>SriLankan Airlines Limited requires to inspect the Equipment(s) 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 Equipment(s) 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>XI. Is quoted brand/model available for inspection prior to order?</p>	
<p>XII. Available locations for inspection of the quoted brand/model (Please provide details)</p>	
<p>XIII. 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 Principal. 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
XIV. Available locations for inspection of the Prior to delivery : (Please provide details)	
XV. Confirmation on availability of Raw materials : Raw materials used to manufacture baggage trollies work in progress and completed units should be available for inspections.(PDI & Pre-order)	
XVI. 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)	
XVII. Bank account details of the Principal for which the payment shall be debited if selected.	
XVIII. Principal's address the Purchase Order to be placed if selected.	

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

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

Date : ..... *[insert date]*

**THIS IS A COMPULSORY FORM.**  
**IF YOU DO NOT FILL AND SUBMIT THIS FORM, YOUR BID SHALL BE REJECTED.**

**ANNEXURE D: BID SECURITY 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 Limited*

We, the undersigned, declare that;

1. We understand that, according to instructions to Bidders (hereinafter "the ITB"), Bids must be supported by a Bid Security 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 the 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 Security 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 Security 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 Security 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 Principal 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 up to and including .....(expiry date of the performance bond) and thereafter even though 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

**THIS FORM SHALL BE COMPLETED BY THE BIDDER; HOWEVER, IN THE CASE OF AN AGENT-PRINCIPAL ARRANGEMENT, THE PRINCIPAL IS REQUIRED TO FILL THIS.**

**ANNEXURE F : COMPANY'S INFORMATION FORM**

<b>Section A – Basic information of the Company</b>	
1. Registered Name of the Company:	
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)	
<b>Section B – Details of Directors, Shareholders and related parties</b>	
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 Limited	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines Limited	
5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines Limited	
<b>Section C - Business verification: Duly signed and stamped copy of the above document to be supported by the following documents</b> <input checked="" type="checkbox"/> Tick the appropriate boxes	
<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary <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, the 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, the list of partners confirmed by one of the partners, preferably by the most senior partner. <input type="checkbox"/> Audited financial statements of the Company for the last three years <input type="checkbox"/> Others (specify)

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

**Details of the Company's authorized signatory:**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

## ANNEXURE G : CLIENTELE INFORMATION FORM

Tender Name: .....  
Bidder's Name: .....  
Principal's Name (if any): .....  
Manufacture's Name: .....  
Brand/Model: .....  
Country of origin: .....

Company Name		Company Representative's Contact Details (Please state name, official email address and telephone number)	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 the above information please provide your clientele for the past 05 years of **all** Equipment(s).

- The Bidder may attach a letter from an international bank, on the bank letterhead, certifying the bank account details of the Bidder (in the case of an agent-Principal arrangement, the bank account details of the Principal).



## ANNEXURE H - SAMPLE CONTRACT AGREEMENT

### **AGREEMENT FOR PROVISION OF EQUIPMENT(S)**

The Agreement for Provision of Equipment(s) (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 "Equipment(s)") 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 Equipment(s) 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 Equipment(s) 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 Equipment(s) and to all other matters which might have influenced the Contractor in making its Bid and has agreed to supply and deliver the Equipment(s) 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 Equipment(s) 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 Equipment(s) 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 Attachment 1 (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 Equipment(s) provided under this Agreement shall:

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- a) be in accordance with the specifications set out in Attachment 1;
  - 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 Equipment(s) to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Equipment(s) on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in Attachment 2. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Equipment(s) 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 Equipment(s) 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 Equipment(s) on time or SriLankan Airlines rejects the Equipment(s) pursuant to Clause 2.6 hereof.
- 1.1.11 Subject to the terms and conditions of this Agreement, the Equipment(s) 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 Equipment(s) is/are completely manufactured for maximum 2 personnel of SriLankan Airlines at Contractor's 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 Equipment(s) 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 Equipment(s) 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 Equipment(s) being damaged at any stage prior to the handing over of the Equipment(s) to nominated freight forwarder at the port of dispatch or if any item of the Equipment(s) is/are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Equipment(s) is/are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Equipment(s) 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 Equipment(s) within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Equipment(s) 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 Equipment(s) and training for relevant SriLankan Airlines staff once the Equipment(s) is/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 Attachment 3 for manufacturing defects of the Equipment(s) except for wear and tear.
- 1.6 The Contractor shall guarantee the spare parts availability of the purchased Equipment(s) for minimum 10 years irrespective of the validity period of this Agreement.
- 1.7 The Contractor shall handover all items/equipment 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 Equipment(s) 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 Equipment(s) 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 Equipment(s) 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 equipment which are similar to the Equipment(s) 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 Equipment(s) (or any part thereof) provided under this Agreement if in its opinion it decides that such Equipment(s) (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 Equipment(s) (or part thereof) after the Equipment(s) arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Equipment(s) having previously been inspected and passed by SriLankan Airlines or its representative prior to the Equipment(s) delivery.
- 2.5 When the Equipment(s) is/are received to SriLankan Airlines stores, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Equipment(s) at the locations once commissioning and training is completed and after other required items/equipment specified in Schedule A are handed over by the Contractor. If there is a discrepancy in quantity received and quantity indicated

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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 Equipment(s) by SriLankan Airlines, the Equipment(s) shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Equipment(s) 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 Equipment(s) 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 Equipment(s) is/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 equipment or any other equipment 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 decides that the Equipment(s) is/are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Equipment(s) and:
- (i) refrain from making any payments pursuant to such Order made in respect of such Equipment(s); and
  - (ii) either replace the rejected Equipment(s) with equipment meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
  - (iii) obtain substitute equipment for the rejected Equipment(s) 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 Equipment(s) 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 Equipment(s) under this Agreement as described in Attachment 2. The invoice will be raised at the time of departure of the Equipment(s) 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 Attachment 2.
- 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: [mahesh.nanayakkara@srilankan.com](mailto:mahesh.nanayakkara@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 willful misconduct of the Contractor, its servants, agents, employees or representatives; arising out of manufacturing defects, non-performance and or malfunctions of the Equipment(s) 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 Equipment(s) provided under this Agreement;
  - e) If the Equipment(s) provided to SriLankan Airlines is 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 willful 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 be 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 Equipment(s) for the relevant period of non-compliance or breach; and/or
  - c) Obtain the Equipment(s) from another supplier 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.
- 6.2 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

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not:

- a) provide the Equipment(s) 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 Equipment(s) 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, equipment, 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 equipment 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.

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- 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 the delivery of Equipment(s) 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 Equipment(s) 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.

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- 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 Equipment(s) 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 Limited to –  
SriLankan Airlines Limited  
Commercial Procurement,  
Bandaranaike International Airport,  
Katunayake  
Sri Lanka  
Fax : 01 9733 5276  
E-mail: anusha.balasuriya@srilankan.com [/lakshika.sujani@srilankan.com](mailto:/lakshika.sujani@srilankan.com)

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**

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Witness:

Name:  
Designation:

For and on behalf of

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Witness:

Name:  
Designation:

## **SCHEDULE A**

### **1. Preliminary:**

- 1.1 The specifications of Equipment(s) 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 Equipment(s), 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 to **Attachment 1** attached for Specifications of the Ground Power Units (180 KVA–2x90 KVA & 28V) - Towing Type

### **2. Time Schedule:**

- 2.1 The Contractor shall upon receipt of the Purchase Order successfully complete the supply and delivery of the Equipment(s) to the locations specified in Schedule B according to the deadline given in Attachment 2 as set forth under the Purchase Agreement, Purchase Order in accordance with the terms and conditions of the Agreement.

### **3. Other items/equipment to be provided with the Equipment(s) on free of charge:**

- GPU plug in socket maintenance and socket dimension measuring kit to be provided free of charge
- A flashing amber beacon should be provided free of charge.
- One spare wheel of each size to be provided free of charge.
- (a) Three sets (two hard copies and one soft copy) of operation, maintenance and spare parts manuals in English language to be provided free of charge.
- (b) Please provide separate spare parts manuals for Engine, Generator and electrical & rest of the parts related to the GSE.
- Two sets of electrical schematic diagram should be provided on laminated A-3 size paper free of charge.
- Commissioning of unit at site and operator briefing / demonstration for operating staff to be provided free of charge.
- Comprehensive Technical training for the technical staff to be conducted free of charge in the manufacturing factory premises. (Engine and Generator)
- Complete tool box with required / essential tools to be provided free of charge.
- Essential spare parts list required for servicing of the Equipment(s) for the first year should be specified in the technical offer, and to be provided free of charge along with the delivery of the Equipment(s).
- Removable and rechargeable type fire extinguisher to be provided free of charge.

## **SCHEDULE B**

### **(LOCATIONS)**

#### **1. Locations:**

The Contractor shall supply and deliver the Equipment(s) 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 Equipment(s) 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 Equipment(s) specified under this Agreement will be as follows:  
Please refer Attachment 2 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 Equipment(s) 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 Attachment 2, shall be issued within 7 days from the date of commissioning and acceptance as specified in Attachment 3 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 the following agencies only.
- A bank operating in Sri Lanka
  - A bank based in another country, but the guarantee "confirmed by a bank operating in Sri Lanka."

#### **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 Attachment 2 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.

## ATTACHMENT 1

### SPECIFICATIONS OF 08 GROUND POWER UNITS (180 KVA– 2X90 KVA & 28V) - TOWING TYPE

#### Technical Specifications

1. Diesel Engine Towing Type Ground Power Unit 180 KVA 400HZ, 115/200 volt AC should be able to provide electrical power to all Civil / Cargo Aircraft including Boeing and Airbus series (including A380, B747, etc.)
2. Towing type, front steering system.
3. Engine – Diesel, direct injection, turbo charge, water / coolant cooled engine.(Please specify make and model originated country/countries).
4. Generator 180 KVA – Should produce and supply the regulated 400 HZ, 115/200Volt AC (nominal) 3 Phase 4 wire (grounded neutral) Y connected, to parked Aircraft for operation of the Aircraft Electrical and equipment when the on board generators are not running 180 KVA capacity.
5.
  - a) Electrical Characteristics such as Load, voltage, frequency, control circuit, Environmental conditions, and ranges should be cover AHM 972.
  - b) Safety devices to be provided to protect Aircraft instruments and devices when the GPU is defective.
6. Protective & Controls –
  - a) Battery master switch to be provided.
  - b) Easy cleaning material for canopy panels to be provided.
  - c) The control panel should have easy accessibility of controls and instruments and should contain all necessary equipment for the operation and should have control of power source and alternator.
  - d) The panel controls and instruments should be separately identified clearly and distinctly divided between power source, alternator controls and Instruments.
  - e) Anti-towing safety feature- this feature does not allow the GPU to be towed away when the GPU is still connected to the Aircraft.
  - f) Low coolant level, high temperature, low fuel level
7. Noise Level- Not exceed 85 dBA. (as per AHM 910, 43 edition)
8. Dual output (90 KVA each) cables including weather proof six pins power socket with Safety caps and long enough for operations ; minimum 9m (30fts) each should be attached to the GPU
9. GPU plug in socket maintenance and socket dimension measuring kit to be provided free of charge
10. Cable trays should be provided to keep the cables safely on both sides.
11. A 28 volts DC power output package should be included with cable (minimum 6m).
12. Complete instrumentations for engine, generator accessories, output power and protective system and failure warning indicators (Standard technical and safety warnings/indicators) should be fitted.
13. A flashing amber beacon should be provided free of charge.
14. Should be in compliance with ISO 6858: 1982(E), ISO 461:1985, SAE APR 5015 and also should be in compliance with AHM 910 , AHM 905, AHM 904, AHM 913, AHM 915, AHM 972 of 43 edition (Basic Requirements, Reference material, Aircraft Systems, Basic Safety Requirement, and Standard Controls).

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15. All indicates, tags, warnings, information tags and displays should be in English Language.
16. Unit should be installed on a solid structure, with wheels and cart bolts, which should be withstand the extra load exerted, when a sharp turn is taken.
17. Parking brakes should be engaged when tow bar in upright position.
18. If HMI is installed to operate and control the GPU, the specific HMI should be water proofed, UV protected and essential safety coverings to be placed.
19. a) GPU performance and specifications will be tested on offered model at manufacturing factory.  
b) All the testing equipment such as Load bank, socket dimension measuring tools etc. should be provided by the Contractor at the time of the testing at the factory premises.

### **General Specifications**

1. One spare wheel of each size to be provided free of charge.
2. (a) Three sets (two hard copies and one soft copy) of operation, maintenance and spare parts manuals in English language to be provided free of charge.  
(b) Please provide separate spare parts manuals for Engine, Generator and electrical & rest of the parts related to the GSE.
3. Two sets of electrical schematic diagram should be provided on laminated A-3 size paper free of charge.
4. Guarantee for availability of spares for a minimum of 10 years' service and maintenance.
5. (a) Commissioning of unit at site and operator briefing / demonstration for operating staff to be provided free of charge.  
(b) Commissioning of the units should be handled by an engineer/ technical expert of the manufacturing company.
6. Comprehensive Technical training for the technical staff to be conducted free of charge in the manufacturing factory premises. (Engine and Generator)
7. Warranty period – Minimum two years.
8. Complete tool box with required / essential tools to be provided free of charge.
9. Essential spare parts list required for servicing of the Equipment(s) for the first year should be specified in the technical offer, and to be provided free of charge along with the delivery of the Equipment(s).
10. Should be painted in company corporate colour – white, Code No– RAL 9010
11. Removable and rechargeable type fire extinguisher to be provided free of charge.
12. Equipment brochure (hard copy) should be provided with the technical offer

**ATTACHMENT 2**

TYPE	ITEM	QUANTIY	CURRENCY	UNIT PRICE (CFR COLOMBO)	TOTAL PRICE (CFR COLOMBO)
EQUIPMENT(S)	Ground Power Units (180 KVA – 2x90 KVA & 28V)- Towing Type	08			
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



### ATTACHMENT 3

#### **Commissioning and Acceptance Report – Name of the Equipment(s) & No of Units**

- |                                       |   |
|---------------------------------------|---|
| 1. Contractor                         | - |
| 2. Manufacturer                       | - |
| 3. Make                               | - |
| 4. Model                              | - |
| 5. Country of Origin                  | - |
| 6. Date of Commissioning & Acceptance | - |
| 7. 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**

.....  
.....  
.....

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

#### **Representative of the manufacturing company – *Company name***

.....  
.....  
.....

Name / Designation and Signature.



## **INVITATION FOR BIDS (IFB)**

### **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

#### **DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 09 AND 10 AT MUTHURAJAWELA TERMINAL**

**TENDER REF NO: KPR/23/2024**

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the Internationally reputed Manufacturers or their Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Design, Manufacture, Supply, Installation, Testing and Commissioning of Internal Floating Roofs for Tank No.09 & 10 at Muthurajawela Terminal.**

Only one modified Tanks will be released for the installation of IFR at an instance. Next tank will be released for IFR installation approximately within ninety (90) days from the completion, testing and commissioning of the previous tank. IFR Installation period for each tank will be thirty (30) days from site handing over.

Bidding will be conducted through **International Competitive Bidding procedure** (*Eligible local bidders may also submit their bids as appropriate*).

Interested parties may refer the bidding document (**only for viewing purpose**) and obtain necessary information through the websites [www.cpstl.lk](http://www.cpstl.lk) or [www.dgmarket.com](http://www.dgmarket.com) and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request (**the request letter shall be on the company letter head and signed by an authorized person**) during working days between **0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5:30) up to Wednesday, 24<sup>th</sup> April 2024**, upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Ten thousand (LKR 10,000.00) or United States Dollars Thirty five (USD 35.00)**, per document. In case of USD transfer, proof of remittance of the money transfer shall be submitted to the CPSTL on or before **Wednesday, 24<sup>th</sup> April 2024**.

Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever

A **Pre bid meeting** will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. Sri Lanka local time (GMT+5:30) on Monday, 01<sup>st</sup> April 2024** via video conferencing method. Interested parties shall send their request to participate the Pre-bid meeting to email [procure@cpstl.lk](mailto:procure@cpstl.lk) at or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Friday, 29<sup>th</sup> March 2024**, in order to send the link to the meeting.

Bids shall be submitted on the bidding document issued by the Procurement Function-CPSTL and the original of the duly filled bids may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Thursday, 25<sup>th</sup> April 2024**. Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) **to reach** on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Thursday, 25<sup>th</sup> April 2024**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

**Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5:30) on Thursday, 25<sup>th</sup> April 2024** and will be opened immediately thereafter at the office of Manager (Procurement) in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

**Bids shall be valid up to 25.07.2024**, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Four hundred thousand (LKR 400,000.00) or United States Dollars One thousand three hundred (USD 1,300.00), which shall be valid until 22.08.2024**, from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies [www.drc.gov.lk](http://www.drc.gov.lk) (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-2547238, Fax: +94-11-2074299, Email: [procure@cpstl.lk](mailto:procure@cpstl.lk)**.

**The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Kolonnawa, Wellampitiya  
Sri Lanka.**





# DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

## MINISTRY OF TRANSPORT & HIGHWAYS ROAD DEVELOPMENT AUTHORITY MISCELLANEOUS FOREIGN AIDED PROJECTS



### Invitation for Bids

**Date:** 08 /03 /2024  
**Loan Title:** Rehabilitation of the A017 Road Corridor Project Funded by OPEC Fund for International Development (OFID-04) – Loan No. 13652P  
**Contract No. and Title:** RDA/MFAP/ICB/OFID-4 (E)  
Rehabilitation/Improvements to B452 Walgama - Diyagama Road  
Section from 0+000 km – 7+000 km

**Deadline for Submission of Bids:** [17/05/2024] (Before 2.00 pm)

- The Democratic Socialist Republic of Sri Lanka has signed a loan agreement with the OPEC Fund for International Development (OFID) towards the cost of the Improvement of Roads under OPEC fund for International Development Package IV carried out by the Miscellaneous Foreign Aided Projects (MFAP) Division. Part of this loan will be used for payments under the contract named above.
- The Road Development Authority (“the Employer”) now invites separate sealed bids from eligible bidders for the Improvement of B452 Walgama - Diyagama Road Section from 0+000 km – 7+000 km, which is in Colombo District. The construction duration for the package is 24 months.

The International Competitive Bidding will be conducted in accordance with Single Stage One Envelope Bidding Procedure with post qualification.

- Eligible bidders must meet the following general & specific criteria:
  - Pending Litigation shall not represent more than 50% of the bidder’s net worth
  - The bidders net worth within last 5 years shall be positive
  - General experience in construction contracts within last five years
  - Average annual construction turnover (AACT) within last 3 years, financial resources, and specific construction experience within last 5 yrs as given in the table below.

Contract Package (CP) No	AACT US\$ (Million)	Financial Resources US\$ (Million)	Specific Construction Experience
RDA/MFAP/ICB/OFID-4 (E)	8.450	1.980	One contract with a value of US\$ 9.012 Mn.

- Personnel: the bidder must demonstrate that he has the personnel for the following key positions for the project: (i) 1 Project Manager (BSc Engineer with Professionally Qualified with 10 years total & minimum 5 years experience in similar work); (ii) 1 Material NVQ 6 (NDT or Equivalent with 8 years total & minimum 4 years experience in similar works) (iii) Quality Assurance Manager (BSc Engineer Degree or Equivalent with 8 years total & minimum 3 years experience in similar works). (vi) Quantity Surveyor (BSc Engineer Degree or Equivalent with 6 years total & minimum 3 year’s experience in similar works). (v) Surveyor (possess valid license issued from Department of Survey or B.Sc Survey Sciences with 4 years total & minimum 2 years experience in similar works).
- Equipment: The Bidder must demonstrate the availability of key equipment listed bellow through presentation of proof of ownership or proof of intention to lease or rent with a provision that the equipment will remain on site as per the contract for the project.

No.	Equipment Type and Characteristics	Min. Number Required
1	Asphalt Plant (80 – 100) tonne/hr	01
2	Asphalt Sensor Paver (3.5 – 5.0m width screed)	01
3	Concrete truck mixer	05

4. The rehabilitation and upgrading activities (the works) include:

- Surfacing of AC overlay;
- Drainage construction / improvements;

5. To obtain further information and inspect the bidding documents, eligible bidders should contact:

Project Director,  
Miscellaneous Foreign Aided Projects (MFAP)  
Road Development Authority (RDA),  
No. 465, Ganahena,  
Battaramulla, Sri Lanka  
Telephone: 94-011-2187062/3  
Facsimile number: Fax: 94-011-2187063  
Electronic mail address: mfapeng@yahoo.com

6. To purchase the bidding document in (English) eligible bidders should;

- (i) Write to address above requesting the bidding document for the Contract Package No. RDA/MFAP/ICB/OFID-4 (E), Improvement of Roads under OPEC fund for International Development Package IV.
- (ii) Pay a non-refundable fee of Sri Lankan Rupees **(SLR) 300,000 (without VAT)** or **US \$ 920.00** by bank draft in favour of the "SEC, MIN OF HIGHWAYS- REHABILITATION OF THE RD CORRIDOR FROM DENIYAYA TO RAKWANA", in respect of the bidding documents for the project.

The bidding document will be issued during normal working days from **9.00 am to 3.00 pm** at the address under 5 above, from **11/03/2024** till **16/05/2024**.

7. Bidders should deliver:

- (i) Their bids to the address below on or before the dead line: **2:00 pm on 17/05/2024**.

The Chairman  
Standing Cabinet Appointed Procurement Committee  
C/O Chief Accountant  
Ministry of Transport & Highways, 7th floor, Maga Naguma Maha Medura  
No. 216, Densil Kobbekaduwa Mawatha  
Koswatta, Battaramulla, Sri Lanka

- (ii) Together with a Bid Security in the amount as specified in the bidding document. For the purpose of determining the equivalent amount of the required Bid Security in a freely convertible currency, the selling exchange rates published by the Central Bank of Sri Lanka prevailing on the date 28 days prior to the deadline for Bid submission shall be applied.

Bids will be opened immediately after the deadline in the presence of bidders' representatives who choose to attend.

The bidder shall bear all costs associated with the preparation and submission of its Bids, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Chairman  
Standing Cabinet Appointed Procurement Committee  
Ministry of Transport & Highways  
7th floor, Maga Naguma Maha Medura  
No. 216, Densil Kobbekaduwa Mawatha  
Koswatta, Battaramulla  
Sri Lanka