

# **SRI LANKA AIR FORCE**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**



## **BIDDING DOCUMENT**

**[NATIONAL COMPETITIVE BIDDING]**

**ANNUAL CONTRACT FOR THE WASHING AND DRY CLEANING  
OF UNIFORM AND BARRACK LINEN AT SLAF ACADEMY/BASES  
AND STATIONS –YEAR 2024**

**TENDER REFERENCE: (AHQ/23/PUB/MIS/1003)**

## **PROCUREMENT OF GOODS AND SERVICES THROUGH NATIONAL COMPETITIVE BIDDING**

1. This Bidding Document has been drawn up in line with the Procurement Guidelines (Goods & Works) – 2006 of National Procurement Agency in view of
  - a. Maximizing Economy, efficiency and effectiveness (value for money).
  - b. Adhering to prescribed standards, specifications, local laws rules and regulations and international obligations.
  - c. Fair, equal and maximum opportunity for interested parties to participate in the Procurement process.
  - d. Expeditious execution of delivery of Goods and Services.
  - e. Ensuring transparency and consistency and
  - f. Retaining confidentiality of information.
2. This Bidding Document for procurement of goods shall be used for National Competitive Bidding, for the tender that is financed by the Government of Sri Lanka.
3. The Pre- Bid Meeting will be held on **05 October 2023 at 1100 Hrs** in Sri Lanka Air Force Colombo.
4. Please feel free to contact any of the following Officers to make any clarifications on this Bidding Document.

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## SECTION I. Instructions to Bidders (ITB)

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

### General

#### 1. Scope of Bid

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

1.2 Throughout these Bidding Documents:

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

#### 2. Source of Funds

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

#### 3. Ethics, Fraud and Corruption

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

- Parties associated with Procurement Actions, namely, suppliers/ contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a). “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

- (b). “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c). “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

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

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

- (a). are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b). submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

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

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

#### **5. Eligible Goods and related Services**

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

## **Contents of Bidding Documents**

### **6. Sections of Bidding Documents**

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

#### **Volume 1**

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

#### **Volume 2**

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

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

### **7. Clarification of Bidding Documents**

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

### **8. Amendment of Bidding Documents**

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

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

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

## **Preparation of Bids**

### **9. Cost of Bidding**

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

### **10. Language of Bid**

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

### **11. Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

### **12. Bid Submission Form and Price Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### **13. Alternative Bids**

13.1 Alternative bids shall not be considered.

### **14. Bid Prices and Discounts**

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

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

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

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier.

(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) On the previously imported goods of foreign origin

(ii) However, VAT shall not be indicated in the price but shall be indicated separately;

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

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

## **15. Currencies of Bid**

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

## **16. Documents Establishing the Eligibility of the Bidder**

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

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

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

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

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

## **18. Documents Establishing the Qualifications of the Bidder**

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

- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the bidder meets each of the qualification criterion specified in section III, Evaluation and Qualification Criteria.

## **19. Period of Validity of Bids**

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

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **20. Bid Security**

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



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

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

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

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB clause 43

## **21. Format and Signing of Bid**

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

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

## **Submission and Opening of Bids**

### **22. Submission, Sealing and Marking of Bids**

22.1 Bidders may always submit their bids by mail or by hand.

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

### **23. Deadline for Submission of Bids**

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

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

### **24. Late Bids**

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

### **25. Withdrawal and Modification of Bids**

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

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
- (b) received by the PURCHASER prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

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

## **26. Bid Opening**

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

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

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

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

## **Evaluation and Comparison of Bids**

## **27. Confidentiality**

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to Bidders

or any other persons not officially concerned with such process until publication of the Contract Award.

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

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

## **28. Clarification of Bids**

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

## **29. Responsiveness of Bids**

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

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

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

## **30. Non conformities, Errors, and Omissions**

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

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation

requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

### **31. Preliminary Examination of Bids**

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

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

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

### **32. Examination of Terms and Conditions; Technical Evaluation**

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

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

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the PURCHASER shall reject the Bid.

### **33. Conversion to Single Currency**

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

### **34. Domestic Preference**

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

### **35. Evaluation of Bids**

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

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one

Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

**36. Comparison of Bids**

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

**37. Post qualification of the Bidder**

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

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

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

**38. Purchaser's Right to Accept Any Bid, and to reject any or All Bids**

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **Award of Contract**

**39. Award Criteria**

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

**40. Purchaser's Right to Vary Quantities at Time of Award**

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

**41. Notification of Award**

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

#### **42. Signing of Contract**

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

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

#### **43. Performance Security**

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

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

22 September 2023

-Signed-  
(AMGSB ATAPATTU)  
Air Commodore  
**CHIEF PROCUREMENT OFFICER**



## Section II. Bidding Data Sheet (BDS)

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

ITB Clause	A. General
ITB 1.1	The service recipient is Sri Lanka Air Force Democratic Socialist Republic of Sri Lanka
ITB 1.1	<p>The name and identification number of the Contract are :</p> <p><b>ANNUAL CONTRACT FOR THE WASHING AND DRY CLEANING OF UNIFORM AND BARRACK LINEN AT SLAF ACADEMY/BASES AND STATIONS –YEAR 2024</b></p> <p>Tender reference: <b>AHQ/23/PUB/MIS/1003</b></p>
ITB 2.1	The source of funding is : Government of Democratic Socialist Republic of Sri Lanka
ITB 4.4	Foreign BIDDERS are not allowed to participate in bidding.
ITB 5.1	All specifications and special conditions are stipulated at Volume- 2, Section III and Section V Schedule of requirements respectively.
	B. Contents of Bidding Documents
ITB 6.1	<p>Bidding documents could be inspected by interested bidders from the Sri Lanka Air Force website <a href="http://www.airforce.lk">www.airforce.lk</a> and may purchase <b>between 1000 hrs and 1400 hrs on every working day from the Procurement Division, Sri Lanka Air Force Station Colombo</b> upon payment of a <b>non-refundable fee of Rs. 3,500.00</b> to the shroff Sri Lanka Air Force for each procurement. Last date for the Bidding Document issuance is the closing date of respective bid. The offers submitted without the payment will not be accepted and the receipt for the payment shall be attached to the offer at the time of depositing.</p>
ITB 7.1	<p>For <b>Clarification of bid purposes</b> only, the service recipient address is:</p> <p>Attention : Chief Procurement Officer  Address: No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.  Telephone: 0112347694  Fax Number: 0112441553</p> <p>Electronic mail address: <a href="mailto:cpd@slaf.gov.lk">cpd@slaf.gov.lk</a></p>
	C. Preparation of Bids
ITB 11.1 (e)	<p>The BIDDER shall submit the following additional documents:</p> <p>(a) A copy of company registration certificate.</p> <p>(b) VAT Registration certificate or VAT exemption letter issued by the</p>

	<p>Inland Revenue department.</p> <p>(c) The offer shall be submitted along with original catalogues/ sketches/ diagrams/ brochures/ warranty certificate / pictures and technical details.</p> <p>(d) The bidder shall submit the following additional documents;</p> <ol style="list-style-type: none"> <li>A letter certified by Grama Seva Niladari or Divisional Secretary shall be submitted to prove that the bidder has his own or rented premises to carry out the said service within 30km radius from the respective camp (This requirement is not relevant for Sri Lanka Air Force Palaly, Iranamadu and Mullaitivu).</li> <li>Up to date valid VAT registration certificate.</li> </ol> <p>(e) Self undertaking stating the ability to perform the contract without financial hindrance. {This shall be supported by audited financial statements of last three years. (2021-2022)}</p>
<b>ITB 14.2</b>	<p><b>Period of Contract</b></p> <ol style="list-style-type: none"> <li><b>1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2024</b></li> </ol> <p><b>Price</b></p> <ol style="list-style-type: none"> <li>Prices quoted by the bidder's shall be fixed during the bidder's performance of the contract (i.e. <b>1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2024</b>) and not subject to variation on any account. A quotation with an adjustable price shall be treated as non-responsive and may be rejected.</li> </ol> <p><b>IMPORTANT</b></p> <p><b>Delivery Destination</b></p> <p>Katunayake, Ratmalana, Anuradhapura, Academy Chinabay, Hingurakgoda, Colombo, TTS - Ekala, Batticaloa, Palaly, Ampara, Morawewa, Weerawila, Sigiriya, Koggala, Katukurunda, Palavi-(Puttlam), BIA – Katunayake, Mirigama, RTS Vanni ,Iranamadu and Mullaitivu.</p> <p>Delivery for each Academy/Bases/Stations shall be considered <b>as separate Tenders</b>. Bids of each Tender shall comprise with the documents set out in ITB Clause 11.1.</p>
<b>ITB 14.3</b>	<b>Not Applicable</b>
<b>ITB 15.1</b>	<p>CC 15.1 – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods offered within Sri Lanka</p> <p>Payment shall be made in Sri Lanka Rupees within Sixty (60) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other Contracted Services have been performed.</p> <p>(i) <b>On Acceptance:</b> Hundred (100%) percent of the Contract Price shall be paid to the Supplier within Sixty (60) days after issuing acceptance certificate for the respective delivery by the Purchaser.</p>
<b>ITB 17.3</b>	<b>Not Applicable</b>
<b>ITB 18.1 (a)</b>	<b>Not Applicable</b>
<b>ITB 18.1 (b)</b>	<b>Not Applicable</b>

<b>ITB 19.1</b>	The Bid shall valid until <b>31<sup>st</sup> December 2024</b>
<b>ITB 20.1</b>	Bid shall include a bid security issued by any Commercial Banks approved by the Central Bank of Sri Lanka.
<b>ITB 20.2</b>	<p>a. The amount of the <b>bid security</b> shall be Rs : <b>20,000.00</b> for <b>each Academy/ Bases/ Stations</b>.</p> <p>b. The validity period of the Bid Security Shall be until <b>31<sup>st</sup> July 2024</b>.</p> <p>c. The beneficiary of the bid security shall be address to the <u>Commander of the Sri Lanka Air Force</u>.</p>
<b>D. Submission and opening of Bids</b>	
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks</p> <p>Heading: <b>ANNUAL CONTRACT FOR THE WASHING AND DRY CLEANING OF UNIFORM AND BARRACK LINEN AT SRI LANKA AIR FORCE ..... (The name of the Academy/ Bases/ Stations) ..... FOR THE YEAR 2024</b></p> <p>Tender reference: <b>AHQ/23/PUB/MIS/1003</b></p> <p>Opening Date: <b>19 October 2023</b></p>
<b>ITB 23.1</b>	<p>For the bid submission purposes, the <b>ANNUAL CONTRACT FOR THE WASHING AND DRY CLEANING OF UNIFORM AND BARRACK LINEN AT SRI LANKA AIR FORCE ACADEMY BASES AND STATIONS-YEAR 2024</b>.</p> <p>Attention : Chief Procurement Officer Address: No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>The deadline for the submission of bids is :</p> <p>Date: <b>19 October 2023</b> Time: <b>1030 Hrs</b></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at :</p> <p>Address: No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>Date: <b>19 October 2023</b> Time: <b>1030 Hrs</b></p>
<b>E. Evaluation and comparison of bids</b>	
<b>ITB 34.1</b>	Domestic preference shall not be a bid evaluation factor
<b>ITB 35.3 (d)</b>	<b>Not Applicable</b>
<b>ITB 35.5</b>	<b>Not Applicable</b>
<b>ITB 43.1</b>	The successful bidder shall be submitted a Performance Security in the format of Bank guarantee issued by any of the Commercial Banks in Sri Lanka within seven (07) days in accordance with the format and amount state in the Letter of Acceptance.

### **Section III. Evaluation and Qualification Criteria**

This section compliments the instructions to bidders. It contains the criteria that the purchaser use to evaluate a bid and determine whether a bidder has the required qualifications no other criteria shall be used.

#### **Contents**

1. Evaluation Criteria (ITB 35.3{d})
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

## Section IV. Bidding Forms

### Table of Forms

1.	Bid Submission Form.....	22
2.	PriceSchedule:.....	23
3.	Bid Security (Guarantee).....	30
4.	Bid-Securing Declaration.....	31

## 1. 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 shall be accepted.]*

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

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

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

We, the undersigned, declare that:

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

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## 2. Price Schedule

නිල ඇඳුම් සහ බැරැක්ක රෙදි ඇපිල්ලීම සහ සෝදා පිරිසිදුකිරීම වසර 2024

ශ්‍රී ලංකා ගුවන් හමුදාව .....

ANNUAL CONTRACT FOR THE WASHING AND DRY CLEANING OF UNIFORM AND BARRACK LINEN AT SRI LANKA AIR FORCE

.....FOR YEAR 2024

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

අංකය ITEM		උව්‍ය විස්තරය DESCRIPTION OF ITEM	මිනුම් ඒකකය D of Q	(A) මිල ගණන් එකතු කළ අගය මත (බදු රහිත) QUOTED PRICE (With out VAT)		(B) ඒකක වටිනාකම මත බදු VAT ..... %		(C) සම්පූර්ණ වටිනාකම (එකතු කළ අගය මත බදු සහිත) Total Value (With VAT)	
				Rs	Cts	Rs	Cts	Rs	Cts
1	S209(SLAF8405003001)	Laundry Services of Short Blue - Recruit	Ea						
2	S209(SLAF2707021035)	Laundry Services of Seat cover - Vehicle	Ea						
3	S209(SLAF4212001001)	Laundry Services of Fire Fighting Suit Slack & Jacket	Ea						
4	S209(SLAF6517001046)	Laundry Services Of Blankets	Ea						
5	S209(SLAF7810004004)	Laundry Services of Cloth Table Large (4 x 4 or larger than)	Ea						
6	S209(SLAF8210024007)	Laundry Services of Playing Jersey	Ea						
7	S209(SLAF8305003002)	Laundry Services of Apron Cook	Ea						
8	S209(SLAF8305004003)	Laundry Services of Bed Sheet White Colour Single	Ea						
9	S209(SLAF8305004005)	Laundry Services of Bed Sheet White Colour Double	Ea						
10	S209(SLAF8305005002)	Laundry Services of Bed Spread	Ea						
11	S209(SLAF8305006003)	Laundry Services of Blanket Woolen	Ea						
12	S209(SLAF8305007002)	Laundry Services of Slip Cloth	Ea						

13	S209(SLAF8305007003)	Laundry Services of Cloth Table small (4`x4` or less than)	Ea						
14	S209(SLAF8305009003)	Laundry Services of Cushion Cover	Ea						
15	S209(SLAF8305009008)	Laundry Services of Cover Mattress	Ea						
16	S209(SLAF8305009016)	Laundry Services of seat cover Aircraft/ Helicopters	Ea						
17	S209(SLAF8305010012)	Laundry Services of Curtain Window	Ea						
18	S209(SLAF8305013012)	Laundry Services of Table Mats	Ea						
19	S209(SLAF8305013014)	Laundry Services of Bath Mat	Ea						
20	S209(SLAF8305014001)	Laundry Services of Net Mosquito Bottom Green	Ea						
21	S209(SLAF8305014005)	Laundry Services of Net Moquito Top Green	Ea						
22	S209(SLAF8305014006)	Laundry Services of Net Mosquito Top White	Ea						
23	S209(SLAF8305015001)	Laundry Services of Pillow Slip White Colour	Ea						
24	S209(SLAF8305017001)	Laundry Services of Serviette	Ea						
25	S209(SLAF8305018003)	Laundry Services of Towel Roller	Ea						
26	S209(SLAF8305033002)	Laundry Services of Skirting	m						
27	S209(SLAF8315012003)	Laundry Services of Band Arm Mourning	Ea						
28	S209(SLAF8325006001)	Laundry Services of Curtain Door	Ea						
29	S209(SLAF8345022017)	Laundry Services of Flags	Ea						
30	S209(SLAF8405001005)	Laundry Services of Working Dress Slack	Ea						
31	S209(SLAF8405001006)	Dry Cleaning Services of Slack Gents - Colour Recipients	Ea						
32	S209(SLAF8405001009)	Dry Cleaning Services of Slack Ceremonial - Air men	Ea						
33	S209(SLAF8405001012)	Laundry Services of Slack Khaki	Ea						
34	S209(SLAF8405001016)	Laundry Services of Slack Pijama	Ea						
35	S209(SLAF8405001017)	Laundry Services of Slack Chef	Ea						
36	S209(SLAF8405001019)	Laundry Services of Slack Camouflage	Ea						
37	S209(SLAF8405001021)	Dry Cleaning Services of SNCO's Mess Kit Slack	Ea						
38	S209(SLAF8405001022)	Laundry Services of Slack Blue - Technician	Ea						
39	S209(SLAF8405001144)	Laundry Services of Caters Slack Blue Gray	Ea						
40	S209(SLAF8405001145)	Laundry Services of Waiter Slack White	Ea						



41	S209(SLAF8405002005)	Laundry Services of Working Dress Shirt Short Sleeve	Ea						
42	S209(SLAF8405002006)	Laundry Services of Working Dress Shirt Long Sleeve	Ea						
43	S209(SLAF8405002017)	Laundry Services of Shirt Khaki	Ea						
44	S209(SLAF8405002069)	Laundry Services of Caters Shirt White	Ea						
45	S209(SLAF8405002070)	Laundry Services of Waiter Shirt White	Ea						
46	S209(SLAF8405003008)	Laundry Services of Playing Short	Ea						
47	S209(SLAF8405005004)	Dry Cleaning Services of SNCO's Mess Kit Jacket	Ea						
48	S209(SLAF8405005005)	Dry Cleaning Services of Jacket - Ceremonial Air men	Ea						
49	S209(SLAF8405005008)	Dry Cleaning Services of Jacket Blazer Gents - Colour Recipients	Ea						
50	S209(SLAF8405005010)	Laundry and Dry Cleaning Services Waist Coat for Mess Stewards	Ea						
51	S209(SLAF8405005015)	Laundry Services of Jacket Pijama	Ea						
52	S209(SLAF8405005018)	Laundry Services of Jacket Chef	Ea						
53	S209(SLAF8405005019)	Laundry Services of Jacket Blue - Technician	Ea						
54	S209(SLAF8405005020)	Laundry Services of Jacket Camouflage	Ea						
55	S209(SLAF8405006001)	Laundry Services of Coat White Waiters	Ea						
56	S209(SLAF8405006010)	Laundry Services of Dental Coat	Ea						
57	S209(SLAF8405006011)	Laundry Services of Doctor Coat	Ea						
58	S209(SLAF8405007001)	Laundry Services of Sarong Pijama	Ea						
59	S209(SLAF8405008001)	Laundry Services of Overall – Non Technician (Dark Blue Colour)	Ea						
60	S209(SLAF8405008002)	Laundry Services of Overalls Combination (Khaki)	Ea						
61	S209(SLAF8405008003)	Laundry Services of Flying Overall Olive Green	Ea						
62	S209(SLAF8405008004)	Laundry Services of Flying Overall White	Ea						
63	S209(SLAF8405009008)	Dry Cleaning Services of Side Cap - Ceremonial	Ea						
64	S209(SLAF8410003008)	Dry Cleaning Services of Skirt Ceremonial Air Women	Ea						
65	S209(SLAF8410003009)	Laundry Services of Working Dress Skirt	Ea						

66	S209(SLAF8410003010)	Dry Cleaning Services of Skirt Ladies - Colour Recipients	Ea						
67	S209(SLAF8410004004)	Dry Cleaning Services of Jacket Ceremonial Air Women	Ea						
68	S209(SLAF8410004007)	Dry Cleaning Services of Jacket Blazer Ladies Colour Recipients	Ea						
69	S209(SLAF8415003001)	Laundry Services of Jersey Pull Over	Ea						
70	S209(SLAF8415005001)	Laundry Services of Gloves White	Pair						
71	S209(SLAF8440004008)	Laundry Services of Towel Bath	Ea						
72	S209(SLAF8440004009)	Laundry Services of Towel Face	Ea						
73	S209(SLAF8440004010)	Laundry Services of Towel Hand	Ea						
74	S209(SLAF8440005001)	Dry Cleaning Services of Tie Black	Ea						
75	S209(SLAF8305009049)	Laundry Services of Chairs Covers	Ea						
76	S209(SLAF8305009061)	Dry Cleaning Services of Chair Bow	Ea						
77	S209(SLAF8415005022)	Laundry Services of Gloves Black	Pair						
78	S209(SLAF8405011004)	Laundry and Dry Cleaning Services Jacket and Trouser Ceremonial Warrant Officers	Ea						
79	S209(SLAF8405002013)	Laundry and Dry Cleaning Services Shirt - Long Sleeve Mess Kit SNCO	Ea						
80	S209(SLAF8415005023)	Laundry and Dry Cleaning Services Gloves - White High Quality With Press Stud	Pair						
81	S209(SLAF8455018003)	Laundry and Dry Cleaning Services Sashes Ceremonial (SNCO and above)	Ea						

\* The price schedule shall be authenticated by the BIDDER.

\* The BIDDER shall ensure that all the details provided herein are 100% accurate.

\* It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated separately in the price schedule.

\* Please indicate the details listed below with regard to the above items

## IMPORTANT

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES / NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
<b>VALIDITY OF BID till 31<sup>st</sup> December 2024</b>	YES / NO	
<b>VALIDITY OF BID BOND till 31<sup>st</sup> July 2024</b>	YES / NO	
BID BOND NO		
BID BOND OBTAINED FROM		
DELIVERY PERIOD		
DISCOUNT OFFERED	YES / NO	

Delivery destination shall be Sri Lanka Air Force Academy/ Bases/ Stations

Katunayake, Ratmalana, Anuradhapura, Academy Chinabay, Hingurakgoda, Colombo, TTS - Ekala, Batticaloa, Palaly, Ampara, Morawewa, Weerawila, Sigiriya, Koggala, Katukurunda, Palavi-(Puttlam), BIA – Katunayake, Mirigama, RTS Vanni ,Iranamadu and Mullaitivu.

## IMPORTANT

- \* The price schedule shall be authenticated by the BIDDER.
- \* The BIDDER shall ensure that all the details provided herein are 100% accurate.
- \* It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated separately in the price schedule.
- \* Please indicate the details listed below with regard to the above items.
- \* The laundry and dry cleaning service shall be made to Academy/ Bases/Stations listed below and delivery for each Academy/ Base/Station will be considered as separate tenders. The details of the Academy/ Base/Station, for which the bid is submitted, shall be clearly marked on the sealed envelop and the bid. The details of the location is also required to be specified in the price schedule. The prospective Bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the quotations submitted.

**Contact details of the BIDDER**

**Name:** .....

**Address:**.....

.....

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

**Fax:** ..... **Email.** .....

**Date** .....

**Signature of BIDDER** .....

**Affix Company Rubber Sea**

**Special Note**

**Pre-bid meeting will be held on 05 October 2023 at 1100Hrs**

### 3. Bid Guarantee

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

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

**\*Beneficiary:** ----- *[ name and address of PURCHASER]*

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

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

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

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

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

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

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

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

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

#### 4. Bid-Securing Declaration

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

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

\*Name of contract --*[insert name]*

\*Contract Identification N<sup>o</sup>: -----*[insert number]*

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

\*To: ----- *[insert the name of the PURCHASER]*

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

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

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

## **Section V. Schedule of requirements**

### **Contents**

#### **1. Technical Specifications**

**The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Sri Lanka Air Force. The bidder shall provide the bid in compliance to the Technical Specifications, attached given below with confirmation of conformity of bid to the laid down specifications.**

## 2. SPECIFICATIONS

### SPECIFICATIONS FOR THE LAUNDRY SERVICE

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Sri Lanka Air Force. The Bidder shall provide the bid in compliance to the Technical Specifications, attached given below with confirmation of conformity of bid to the laid down specifications.

#### කොන්දේසි හා පිරිවිතර

I ඉහත සඳහන් ගුවන් හමුදාවේ කඳවුරු වලින් රෙදි එකතු කිරීම සහ ගෙනවිත් භාරදීම කොන්ත්‍රාත්කරු සතු වගකීම විය යුතුය. එක් එක් ගුවන් හමුදා කඳවුරු / ඒකක විසින් නියම කරන ලද සතියේ දින රෙදි එකතු කළ යුතුය. කොන්ත්‍රාත්තුව යටතේ සේවය පටන්ගත් විගස එකී දිනයන් කොන්ත්‍රාත්කරුවන්ට දැනුම් දෙනවා ඇත. බැරැක්ක රෙදිපිළි ගෙන ගොස් සතියක් ඇතුළත පිරිසිදුකර නැවත ගෙනවිත් භාර දිය යුතුය. පිළිවෙලින් පැය 24, 48 හෝ 72 කින් අවශ්‍යයැයි විශේෂ උපදෙස් නොලදහොත් ගුවන්හටයින්ගේ රෙදිද ගෙනගොස් සතියක් ඇතුළතදී පිරිසිදුකර ගෙනවිත් භාර දිය යුතුය. (*The Collection and delivery of clothing at the Air Force establishments stated hereof, shall be the responsibility of the contractor. Collection shall be made on a particular day of the week specified by each Air Force Base/Station. Such Days will be notified to the contractor at the commencement of the service under the contract. Barrack Linen shall be washed and returned within one week from the date of their removal. In the case of all Ranks clothing, they shall also be washed and returned within one week from the date of their removal unless instructions are received that they are required within 24,48 or 72 hours respectively.*)

II කොන්ත්‍රාත්කරු විසින් රෙදි පිරිසිදු කරන ස්ථානය සනීපාරක්ෂාවට පටහැනි නොවන තත්වයක පවතින්නේද යන්න තහවුරු කර ගැනීමට ගුවන් හමුදාපතිට හෝ ඔහුගේ බලයලත් නිලධාරියාට එහි යාමට බලය තිබේ. එම ස්ථානය පිරිසිදුවටත් හොඳ සෞඛ්‍ය තත්වයෙනුත් ලබා ගැනීම සඳහා ගුවන් හමුදාපති හෝ ඔහුගේ බලයලත් නිලධාරියා විසින් දෙනු ලබන යම් නියෝගයක් කොන්ත්‍රාත්කරු විසින් ඉෂ්ඨ කළ යුතුයි. (*It is a condition on this contract that the contractor shall wash all linen at his own premises. The Commander of the Air Force, his authorized representative is entitled to visit premises where washing is done by the contractor to ensure that such premises are hygienically maintained the contractor shall comply with any order which the Commander of the Air Force or his representative may issue for the purpose of maintenance, of such premises in a clean and sanitary condition.*)

III ඇපිල්ලීමෙන් පසු රෙදි එකතු කිරීම සහ නැවත ගෙනවිත් භාර දීම සඳහා හමුදා වාහන දෙනු නොලැබේ. (*No service transport will be provided for the collection and delivery of laundry.*)

IV නිළ ඇඳුම් තද උෂ්ණත්වයකින් නොතැම්බිය යුතු අතර පිරිසිදු කිරීමට භාර ගන්නා රෙදිපිළි වලට අලාභහානි සිදු නොවීමට වගබලා ගත යුතුයි. (*Uniforms are not to be pressure boiled and it is to ensure that no damage occurs to the barrack/linen items during the cleaning process*)



## Section VI. Conditions of Contract

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## **Section VI. Conditions of Contract**

### **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

## **2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Fraud and Corruption**

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

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

(iii) “collusive practice” means a scheme or between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

## **4. Interpretation**

4.1. If the context so requires it, singular means plural and vice versa.

### **4.2. Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### **4.3 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### **4.4. Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **5. Language**

5.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

## **6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

## **7. Eligibility**

7.1. All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

## **8. Notices**

8.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.

8.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## **9. Governing Law**

9.1. The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka

## **10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3. Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless the otherwise agree; and,

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

**11. Scope of Supply**

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**12. Delivery and Documents**

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in Accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.

**13. Supplier's Responsibilities**

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

**14. Contract Price**

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

**15. Terms of Payment**

15.1 The Contract Price, shall be paid as specified in the Contract Data.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

**16. Taxes and Duty**

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the purchaser.

**17. Performance Security**

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## **18. Copy right**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **19. Confidential Information**

19.1 The Purchaser and the Supplier shall keep confidential And shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all Subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

## **21. Specifications and Standards**

### **21.1 Technical Specifications and drawings**

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

## **22. Packing and Documents**

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

## **23. Insurance**

23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

## **24. Transportation**

24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

## **25. Inspections and Tests**

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.



25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.



## **26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

## **27. Warranty**

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **28. Patent Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided

that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

### **30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

### **31. Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **32. Change Orders And Contract Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **33. Extensions of Time**

33.1 If at any time during performance of the Contract, the

## 34. Termination

Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

### 34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**35. Assignment**

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

<b>CC 1.1 (i)</b>	The Purchaser is: Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka
<b>CC 1.1</b>	Delivery destination shall be the particular Air Force Station depicted in the Order Form.
<b>CC 8.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be:  Attention: Chief Procurement Officer  Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.  Telephone: 0112347694  Facsimile number: 0112441553  Electronic mail address: <u>cpd@slaf.gov.lk</u>
<b>CC 12.1</b>	<b>The SERVICE PROVIDER shall deliver the washed and laundered LINEN ARTICLES within 48 hours from the time of the demanding voucher form 531 being served on the SERVICE PROVIDER.</b>
<b>CC 15.1</b>	CC 15.1 – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  A: For Goods offered within Sri Lanka  Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.  (i) <b>On Delivery:</b> Up to a maximum of Eighty (80%) percent of the Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12.  (ii) <b>On Acceptance:</b> The remaining Twenty (20%) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after issuing acceptance certificate for the respective delivery by the Purchaser.
<b>CC 16.1</b>	Taxes and Duties are applicable
<b>CC 17.1</b>	A Performance Security shall be required.
<b>CC 25.1</b>	The inspections and tests shall be required.
<b>CC 25.2</b>	The Inspections and tests shall be conducted at CTS SLAF Stn Dla.
<b>CC 26.1</b>	The liquidated damage shall be incurred not as a penalty amounting to one - tenth (1/10) of one percent (1%) of the total cost of the delayed goods for every day of delay, subject to a maximum 10% of total contract value.
<b>CC 26.1</b>	The maximum amount of liquidated damages shall be maximum 10% of total contract value.

## **Section VIII. Contract Forms**

### **Table of Forms**

- 1. Draft Contract Agreement**
- 2. Performance Security**



**DRAFT CONTRACT AGREEMENT**



**CONTRACT**

**Between**

**THE SERVICE PROVIDER  
SRI LANKA AIR FORCE**

**for and on behalf of**

**THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC  
OF  
SRI LANKA**

**and**

**THE SERVICE PROVIDER**

.....

**for the**

**SUPPLY OF LAUNDRY SERVICES ON ANNUAL  
CONTRACT BASIS TO THE SRI LANKA AIR FORCE  
..... FOR THE YEAR 2024**

**TENDER: - AHQ/23/PUB/MIS/1003  
CONTRACT NO:- SLAF/PD/.... /2023**

**CONTRACT AGREEMENT FOR THE PURCHASE OF LAUNDRY SERVICES ON ANNUAL CONTRACT BASIS TO THE SRI LANKA AIR FORCE ..... FOR THE PERIOD COMMENCING FROM 01ST JANUARY 2024 TO 31ST DECEMBER 2024**

**THIS INDENTURE IS MADE AND ENTERED INTO ON THIS ..... day of ..... Two Thousand Twenty Four (2024) between .....having its registered Office at ..... and its heirs, executors and administrators of the first part, (hereinafter called and referred to as the “SERVICE PROVIDER”)**

and

The **Commander** of the Sri Lanka Air Force, Air Force Headquarters , Colombo 02 and its successors in the said office for the time being acting herein for and on behalf of the **Government of Democratic Socialist Republic of Sri Lanka** of the second part ( hereafter called and referred to as the “**SERVICE PROVIDER**”).)

Whereas the **SERVICE PROVIDER** has agreed to purchase the **Laundry Services** from the **SERVICE PROVIDER** as per the tender referenced AHQ/23/PUB/MIS/1003 dated .... 2023 and the **SERVICE PROVIDER’s** Offer dated .... 2023 for the period of **01 January 2024 to 31 December 2024.**

and

That the **SERVICE PROVIDER** shall supply the **Laundry Services more fully described in the schedule provided under Article 29 of the Contract (hereinafter referred to as the “SUPPLY OF SERVICES”)** to the entire satisfaction and quantities required by the **SERVICE PROVIDER.**

Now therefore it is hereby agreed as follows;

1. This agreement shall remain valid until the final completion of the period mentioned above or the contract is terminated by the **SERVICE PROVIDER.**
2. **The Laundry Services shall be made by the SERVICE PROVIDER at the rates more fully described in the schedule vide Article 29.**
3. **The SERVICE PROVIDER shall collect the soiled LINEN ARTICLES from the particular Air Force Base or station as and when required by SERVICE PROVIDER in response to a demanding voucher form 531 being served on the SERVICE PROVIDER and having properly washed and laundered such LINEN ARTICLES to be redelivered to the particular Air Force Base or station at the SERVICE PROVIDER'S cost.**
4. **The SERVICE PROVIDER if so decides may arrange to collect the washed and laundered LINEN ARTICLES from the SERVICE PROVIDER’s location subject to deduction of any cost incurred by the SERVICE PROVIDER for the transportation up to the location designated in this contract. Such cost shall be recovered from the payment due to the SERVICE PROVIDER from the SERVICE PROVIDER.**
5. **The SERVICE PROVIDER shall deliver the washed and laundered LINEN ARTICLES within 48 hours from the time of the demanding voucher form 531 being served on the SERVICE PROVIDER.**

6. The SERVICE PROVIDER shall produce the invoice along with the bill at the time of delivering the washed and laundered LINEN ARTICLES at the site.
7. The SERVICE PROVIDER shall if so required by the SERVICE PROVIDER appoints a representative to represent him in all matters relating to this contract as per the Article 18.
8. The quality of the washed and laundered LINEN ARTICLES shall be the best in their quality contracted for.
9. The SERVICE PROVIDER shall be totally responsible of the safe delivery of the LINEN ARTICLES to and from the specified site of the SERVICE PROVIDER.
10. The representative of the SERVICE PROVIDER shall inspect the washed and laundered LINEN ARTICLES subsequent to the delivery at the site and reserves the right to decide whether the services provided by the SERVICE PROVIDER is up to the standard expected by the SERVICE PROVIDER under this contract.
11. (a.) If the SERVICE PROVIDER is not satisfied with the SERVICES provided by the SERVICE PROVIDER, the former Party is entitled to claim the latter Party to effect the laundry services to same LINEN ARTICLES yet again. The SERVICE PROVIDER shall obtain said service on free of charge basis.
- (b.) The SERVICE PROVIDER shall be liable to pay damages based on the new market value of any LINEN ARTICLE /s which get lost or abused due to any reason, whilst in his possession.
12. That the LINEN ARTICLES washed and laundered unsatisfactorily shall be properly washed and laundered by the SERVICE PROVIDER within the specific period and he shall bear all risks/ costs involved with such process.
13. The payment shall be made after the receipt and acceptance of properly washed and laundered LINEN ARTICLES by the SERVICE PROVIDER.
14. In the event the SERVICE PROVIDER fails to provide services as demanded by the SERVICE PROVIDER the latter party is entitled to obtain alternate services elsewhere on account and at the risk of the SERVICE PROVIDER at any cost. In such an event, the SERVICE PROVIDER may encash the Performance Security submitted by the SERVICE PROVIDER.
15. In such an event, if the SERVICES purchased by the SERVICE PROVIDER are purchased at excess cost (more than the contract price) the SERVICE PROVIDER shall be liable to pay the SERVICE PROVIDER such price and all expenses involved with such purchase of SERVICES.
16. It is hereby expressly agreed between the parties to these presents that any of the SERVICES supplied by the SERVICE PROVIDER, in the opinion of the SERVICE PROVIDER to be of a quality inferior to that described in the contract it shall be lawful for the SERVICE PROVIDER in its discretion to reduce the price payable in respect of the SERVICES.

17. The SERVICE PROVIDER shall not without the consent and authority in writing of the SERVICE PROVIDER, assign or sublet the contract or any part thereof. In this regard consent by the SERVICE PROVIDER will not relieve the SERVICE PROVIDER from full and entire responsibility for this agreement. The SERVICE PROVIDER reserves the right to refuse to recognize a Power of Attorney issued by the SERVICE PROVIDER to any person to carry out this contract on his behalf. The SERVICE PROVIDER may for reasons, which appear to him sufficient give the SERVICE PROVIDER notice in writing of its objections to the employment by the SERVICE PROVIDER of any person specified in such notice and no such person shall be employed by the SERVICE PROVIDER. The SERVICE PROVIDER shall not employ any person suffering from an infectious disease. Breach of this provision shall render this contract liable for termination without compensation to the SERVICE PROVIDER.

18. The SERVICE PROVIDER shall inform the SERVICE PROVIDER in writing the name/s of its authorized representative/s who shall accept order/s, and comply on behalf of the SERVICE PROVIDER, prior to /during the execution of the contract.

19. The SERVICE PROVIDER shall indemnify the SERVICE PROVIDER against any claims for compensation by or in respect of any employee of the SERVICE PROVIDER, under the Workmen's Compensation Ordinance No. 19 of 1934 or any other statutory amendment or modification thereof. Further, the SERVICE PROVIDER shall indemnify the SERVICE PROVIDER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by the SERVICE PROVIDER.

20. That the custom duty, VAT or other Taxes and cost of transportation, or any other incidental charges, if required in connection with the SERVICES provided under this contract shall be borne by the SERVICE PROVIDER.

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

22. (a) "In the event that the SERVICE PROVIDER is unable to provide SERVICES within the stipulated period specified in article five (5) liquidated damages shall be incurred as a penalty amounting to one - tenth (1/10) of one percent (1%) of the total cost of the delayed service for every day of delay, subject to a maximum 10% of total contract value. Such penalty shall be imposed by deduction from the payment due to the Service Provider.

Provided that if any period of delay has been caused by the SERVICE PROVIDER to effect the payment to SERVICE PROVIDER upon the acceptance of washed and laundered LINEN ARTICLES, the Liquidated Damages entitled by the SERVICE PROVIDER shall be forfeited inconsideration of the delay occurred at his end as per Article 22(b).

(b) Liquidated Damages shall be calculated only on the balance number of days, having set off number of days delayed by the SERVICE PROVIDER against the number of days, payments are delayed by the SERVICE PROVIDER (if any)."

23. The **SERVICE PROVIDER** shall furnish an unconditional, irrevocable Performance Security, in the form of a Bank Guarantee payable on first written demand by the **SERVICE PROVIDER** on the basis that the **SERVICE PROVIDER** has failed in his obligation to perform this contract in terms of the conditions of the present agreement, for the amount equal to Rupees. .... . This Performance Security shall be valid till **31<sup>st</sup> January 2024**.

24. (a) **In the event the SERVICE PROVIDER fails to provide SERVICES on due date or period and in the quality expected by the SERVICE PROVIDER, he shall be held to have failed in the due performance of such orders and the SERVICE PROVIDER may cancel such orders without sending any reminders to the SERVICE PROVIDER. If the SERVICE PROVIDER fails to provide proper SERVICES continuously in above manner the SERVICE PROVIDER may terminate the contract and demand damages without any notice to the SERVICE PROVIDER. Further, Contract being so terminated the SERVICE PROVIDER is liable to get his name placed in the list of Government Defaulting CONTRACTORS. Such failure will be considered a fundamental breach of the Contract and the SERVICE PROVIDER reserves all right to forfeit the Performance Security of the SERVICE PROVIDER forthwith on the first demand.**

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

(c) **If the SERVICE PROVIDER shall in any manner neglect or fail to carry on the work or performance of the terms of the agreement with due diligence or violates any of the terms of this agreement the SERVICE PROVIDER shall be entitled to terminate the agreement and demand damages.**

25. The terms of this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.

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

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

28. No variation in the terms of this contract may be effected unless such variation has first been accepted in writing by both the **SERVICE PROVIDER** and the **SERVICE PROVIDER**. Such variation shall be in writing in the form of an Addendum to this contract and shall form an integral part of this contract.

**29. SCHEDULE OF LINEN ARTICLES**

**SLAF .....**

<b>S/No</b>	<b>ITEM DESCRIPTION</b>	<b>D of Q</b>	<b>Unit Price With out VAT(Rs.)</b>

Delivery destination shall be Sri Lanka Air Force .....

**30. SERVICE PROVIDER shall have access to the business premises of the SERVICE PROVIDER to check the process of washing and laundry without causing any interference to the work.**

**31. SERVICE PROVIDER shall not misappropriate any LINEN ARTICLE during his possession of same.**

**32. Supply of SERVICES to be made in accordance with the conditions and specifications set out in the general conditions of the Tender Document of this tender and the conditions of this agreement.**

**33. All notices to be served upon the SERVICE PROVIDER shall be deemed to have been served if sent through registered post to the SERVICE PROVIDER or left at .....**

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

IN WITNESS WHEREOF the said **SERVICE PROVIDER** and the said **SERVICE PROVIDER** have herein to set their/ representatives hands in Colombo on the ..... of ..... **Two Thousand Twenty Four (2024)** for the “SUPPLY OF LAUNDRY SERVICES”

.....

.....

FOR AND ON BEHALF OF THE  
PARTY OF THE FIRST PART

(AMGSB ATAPATTU)  
Air Commodore  
CHIEF PROCUREMENT OFFICER  
FOR AND ON BEHALF OF THE  
PARTY OF THE SECOND PART

Name: - .....

NIC No:- .....

Date     :-     /...../2024

Witness 1

Witness 1

Signature.....

Signature.....

.  
Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

Witness 2

Witness 2

Signature.....

Signature.....

.  
Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

**Performance Security No   :-**  
**Bank of issuing               :-**  
**Date of issue                   :-**  
**Date of Expire                 :-**



**ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE**

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

**Beneficiary:** ----- *[Name and Address of Employer]* -----

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*



# INVITATION FOR BIDS



## PROCUREMENT OF GOODS AND SERVICES FOR THE SRI LANKA AIR FORCE

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

S/ No.	Procurement Identification Number	Description	Date and Time for Pre-Bid Meeting	Last Date of Issuing of Bidding Documents	Date and time of Bid Closing / Opening	Non Refundable Fee (Rs.)
01.	AHQ/23/PUB/MED/1001	Annual contract to obtain Insecticides for SLAF Hospitals and Medical Centers for the year 2024	03 October 2023 at 0930 Hrs	16 October 2023	17 October 2023 at 1030 Hrs	3,500.00
02.	AHQ/23/PUB/MED/1003	Annual contract to purchase surgical items required for Orthopedic Surgeries for year 2024	03 October 2023 at 1015 Hrs	16 October 2023	17 October 2023 at 1030 Hrs	2,000.00
03.	AHQ/23/PUB/MED/1004	Annual contract to perform CT and Coronary Angiogram for SLAF Hospitals and Medical centers for the year 2024	03 October 2023 at 1100 Hrs	16 October 2023	17 October 2023 at 1030 Hrs	2,000.00
04.	AHQ/23/PUB/MED/1005	Annual contract to obtain medical items for SLAF Hospitals and Medical Centers for the year 2024	03 October 2023 at 1145 Hrs	16 October 2023	17 October 2023 at 1030 Hrs	3,500.00
05.	AHQ/23/PUB/MED/1002	Annual contract for hiring of medical instruments required to perform orthopedic surgeries at SLAF Hospital Colombo for year 2024	04 October 2023 at 0930 Hrs	17 October 2023	18 October 2023 at 1030 Hrs	6,000.00
06.	AHQ/23/PUB/MED/1007	Annual contract for purchase laboratory items through SLAF Hospitals and Medical Centers for year 2024	04 October 2023 at 1015 Hrs	17 October 2023	18 October 2023 at 1030 Hrs	3,500.00
07.	AHQ/23/PUB/BRK/1001	Annual contract to purchase of floor carpets (Loop Pile/ Cut Pile) & Accessories for year 2024	04 October 2023 at 1100 Hrs	17 October 2023	18 October 2023 at 1030 Hrs	6,000.00
08.	AHQ/23/PUB/BRK/1002	Annual contract to purchase of curtain material and accessories for year 2024	04 October 2023 at 1145 Hrs	17 October 2023	18 October 2023 at 1030 Hrs	3,500.00
09.	AHQ/23/PUB/MED/1006	Annual contract to obtain Spectacle Lenses for year 2024	05 October 2023 at 0930 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	2,000.00
10.	AHQ/23/PUB/MIS/1002	Annual contract to obtain Janitorial services for SLAF Hospital Colombo and SLAF Hospital Diyatalawa for year 2024	05 October 2023 at 1015 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	6,000.00
11.	AHQ/23/PUB/MIS/1003	Annual Contract for the Washing and Dry Cleaning of Uniform and Barrack Linen at SLAF Academy/Bases and Stations for year 2024	05 October 2023 at 1100 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	2,000.00
12.	AHQ/23/PUB/MIS/1004	Annual Contract to obtain fumigation of Wooden Boxes and Containers used to Export Cargo for the year 2024	05 October 2023 at 1145 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	2,000.00
13.	AHQ/23/PUB/MED/1008	Annual contract to obtain Medical investigations facility to SLAF from private sector hospitals for year 2024	06 October 2023 at 0930 Hrs	19 October 2023	20 October 2023 at 1030 Hrs	6,000.00
14.	AHQ/23/PUB/D/1002	Annual contract to purchase of Floor Polish and Floor Wax for year 2024	06 October 2023 at 1015 Hrs	19 October 2023	20 October 2023 at 1030 Hrs	6,000.00
15.	AHQ/23/PUB/E/1002	Annual contract to purchase of gases and empty gas cylinders for year 2024 (Industrial Medical and Baloon Gases)	06 October 2023 at 1100 Hrs	19 October 2023	20 October 2023 at 1030 Hrs	6,000.00
16.	AHQ/23/PUB/MIS/1006	Annual contract to purchase of Horse Food for year 2024	06 October 2023 at 1145 Hrs	19 October 2023	20 October 2023 at 1030 Hrs	2,000.00
17.	AHQ/23/PUB/MIS/1005	Annual contract to purchase of Dog Food for year 2024	09 October 2023 at 0930 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.00
18.	AHQ/23/PUB/E/1001	Annual contract for the supply of Vehides Batteries to the SLAF for year 2024	09 October 2023 at 1015 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.00
19.	AHQ/23/PUB/D/1001	Annual contract to purchase of Oils and Lubricants for year 2024	09 October 2023 at 1100 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.00
20.	AHQ/23/PUB/ST/1001	Annual contract for the supply of printing materials to the SLAF Printing Section for year 2024	09 October 2023 at 1145 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	2,000.00
21.	AHQ/23/PUB/MT/1001	Annual contract for the supply of Vehicles Tyres, Tubes and Tyre Collars to the SLAF for year 2024	10 October 2023 at 0930 Hrs	23 October 2023	24 October 2023 at 1030 Hrs	6,000.00
22.	AHQ/23/PUB/MT/1005	Annual contract for engine overhaul of SLAF MT Vehicles at MTR&OW SLAF Base Katunayake for year 2024	10 October 2023 at 1015 Hrs	23 October 2023	24 October 2023 at 1030 Hrs	3,500.00
23.	AHQ/23/PUB/B&CE/1006	Annual contract for the supply of General Hardware items (Chemical and Water Proofing) to the SLAF for year 2024	10 October 2023 at 1100 Hrs	23 October 2023	24 October 2023 at 1030 Hrs	2,000.00
24.	AHQ/23/PUB/ST/1002	Annual contract for the supply of Stationery items to the SLAF for year 2024	10 October 2023 at 1145 Hrs	23 October 2023	24 October 2023 at 1030 Hrs	2,000.00
25.	AHQ/23/PUB/MT/1002	Annual rate approval for purchase of MT spares for Nissan Sunny (N-17) car at SLAF year 2024	11 October 2023 at 0930 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	2,000.00
26.	AHQ/23/PUB/MT/1003	Annual rate approval for purchase of MT spares for Nissan Sylphy Car at SLAF year 2024	11 October 2023 at 1015 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	2,000.00
27.	AHQ/23/PUB/B&CE/1009	Annual contract for the supply of General Hardware items (Timber) to the SLAF for year 2024	11 October 2023 at 1100 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	3,500.00
28.	AHQ/23/PUB/B&CE/1003	Annual contract for the supply of General Hardware items (Paints) to the SLAF for year 2024	12 October 2023 at 0930 Hrs	25 October 2023	26 October 2023 at 1030 Hrs	3,500.00
29.	AHQ/23/PUB/B&CE/1005	Annual contract for the supply of General Hardware items (Road Tar) to the Sri Lanka Air Force for year 2024	12 October 2023 at 1015 Hrs	25 October 2023	26 October 2023 at 1030 Hrs	3,500.00
30.	AHQ/23/PUB/B&CE/1012	Annual contract for the supply of General Hardware items (Rib Steel and Mild steel rod) to the SLAF for year 2024	12 October 2023 at 1100 Hrs	25 October 2023	26 October 2023 at 1030 Hrs	3,500.00
31.	AHQ/23/PUB/D/1003	Annual contract to purchase of Cleaning materials for year 2024	12 October 2023 at 1145 Hrs	25 October 2023	26 October 2023 at 1030 Hrs	6,000.00
32.	AHQ/23/PUB/MT/1004	Annual rate approval for purchase of MT Spares for Maruti Suzuki Swift cars at SLAF year 2024	13 October 2023 at 0930 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	3,500.00
33.	AHQ/23/PUB/B&CE/1002	Annual contract for the supply of Building material for SLAF Academy / Bases and Stations for the Year 2024	13 October 2023 at 1015 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	3,500.00
34.	AHQ/23/PUB/B&CE/1010	Annual contract for the supply of General Hardware items (GI Sheet, Aluminum Sheet and Colour Bonded Sheet) to the SLAF for year 2024	13 October 2023 at 1100 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	3,500.00
35.	AHQ/23/PUB/B&CE/1011	Annual contract for the supply of General Hardware items (Wire Nail, Screw Nails, L Hooks and J Hooks, POP Rivets) to the SLAF for year 2024	13 October 2023 at 1145 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	2,000.00
36.	AHQ/23/PUB/B&CE/1001	Annual Contract for the Supply of General Hardware Items (Angle / Flat, C Channel, Box Iron and Mild Steel Plate) to the SLAF for year 2024	16 October 2023 at 0930 Hrs	27 October 2023	30 October 2023 at 1030 Hrs	3,500.00
37.	AHQ/23/PUB/B&CE/1004	Annual contract for the supply of General Hardware items (PVC Pipes, PVC fittings and Plumbing Items) to the SLAF for year 2024	16 October 2023 at 1015 Hrs	27 October 2023	30 October 2023 at 1030 Hrs	3,500.00
38.	AHQ/23/PUB/B&CE/1007	Annual contract for the supply of General Hardware items (Sanitary Fittings) to the SLAF for year 2024	16 October 2023 at 1100 Hrs	27 October 2023	30 October 2023 at 1030 Hrs	3,500.00
39.	AHQ/23/PUB/B&CE/1008	Annual contract for the supply of General Hardware items (Miscellaneous) to the SLAF for year 2024	16 October 2023 at 1145 Hrs	27 October 2023	30 October 2023 at 1030 Hrs	3,500.00

2. Bids will be invited under **National Competitive Bidding (NCB)** method.
3. The complete set of Bidding Documents in English language could be inspected by the interested bidders from the [www.airforce.lk](http://www.airforce.lk), the website of the Sri Lanka Air Force or could inspect free of charge from **21 September 2023** until the last date of issuing of Bidding Documents (**Between 0900 Hrs to 1400 Hrs**) by forwarding written requests to the address mentioned at Para 8 below. The Bidding Documents can be purchased from the Tender Section of the **Procurement Division, between 1000 Hrs to 1400 Hrs on every working day with effect from 21 September 2023** after paying the Non-refundable fee indicated against each procurement mentioned at para 1 above, to the **Shroff at Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02**. The last date of issuing of the Bidding Documents is tabulated in para 01 above. The original receipt obtained from the shroff at Sri Lanka Air Force for the payment of Non-refundable fee is to be attached to the bid. A bid without the receipt for the payment of the Non-refundable fee will be considered as an invalid bid.
4. The sealed bids in **duplicate**, shall be addressed to **"The Chairman, Departmental Procurement Committee, Sri Lanka Air Force"** and may be either dispatched by registered post or deposited in the Tender Box at the **Main Guard Room at Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02**, well before the closing time. Electronic bidding will not be permitted. Late bids will not be accepted. Bids will be opened at the Tender Opening Room **Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02**, soon after closing the bids.
5. Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employers. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.
6. Bidders who have purchased Bidding Documents may participate for the pre-bid meetings scheduled to be held on specific dates tabulated in the schedule at para 01, at the **Tender Opening Room, Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02**.
7. The prospective bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the bids submitted.
8. Interested eligible bidders may obtain further information from the **Chief Procurement Officer (Tel. 011-2347694) or Staff Officer Procurement (Tenders) (Tel. 011-2441044 Extension 23569 Fax: 011-2441553)** or by forwarding written requests to the address mentioned below;

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

COMMANDER OF THE AIR FORCE