

# **SRI LANKA AIR FORCE**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**



## **BIDDING DOCUMENT**

**[NATIONAL COMPETITIVE BIDDING]**

**PURCHASE OF CHEVRONS AND SHOULDER FLASHERS  
FOR THE SRI LANKA AIR FORCE**

**TENDER REFERENCE: (AHQ/19/PUB/CLO/1004)**

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

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.

This Bidding Document for procurement of service shall be used for National Competitive Bidding, for the tender that is financed by the Government of Sri Lanka.

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

### **HMMSB HERATH**

Air Commodore  
Chief Procurement Officer  
Sri Lanka Air Force  
Colombo.  
Tel: 011 2325468  
Fax: 011 2347694/2441554  
Email: [cpo@slaf.gov.lk](mailto:cpo@slaf.gov.lk)

### **AKS DE SILVA**

Wing Commander  
Procurement Officer (Tenders)  
Sri Lanka Air Force  
Colombo  
Tel: 011 2441553  
Fax: 011 2441553  
Email: [acpot@slaf.gov.lk](mailto:acpot@slaf.gov.lk)

### **RDPB RAJAGURU**

Squadron Leader  
Procurement Officer (Tenders) 1  
Sri Lanka Air Force  
Colombo  
Tel: 011 2441553  
Fax: 011 2441553  
Email: [acpot@slaf.gov.lk](mailto:acpot@slaf.gov.lk)

## 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** 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 BIDDER 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 BIDDER s, 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, non-competitive 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 BIDDERS may submit a bid only if so **stated in the BDS**.

## **5. Eligible Goods**

5.1 All goods and related services 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 other than **specified in the BDS.**

## **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. All eligible BIDDERS specified in the ITB sub clause 5 shall download a copy of this bidding document as **specified in the BDS.**

#### **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. Special Conditions
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

6.2 The BIDDERS 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 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 Bidding PURCHASER may amend the Bidding Documents by issuing Documents 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 BIDDER s 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 Bid 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 30, that the Items 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. BIDDER s 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. However, **VAT shall not be included in the price** but shall be indicated separately;

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 32.

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.

14.7 If the BIDDERS are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the price schedule in addition to the net value of the Bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bids and any BIDDER who

does not declare his/her VAT registration number will be liable for rejection of the Bid. All BIDDERS who do not pay VAT shall submit the VAT exception letter issued by the Inland Revenue Department along with the bid. It is essential that the Unit Prices of the Article or Services be inclusive of NBT Tax, if applicable.

14.8 If unrealistically low rates quoted by a BIDDER are found on critical or very important items he will be asked to prove to the satisfaction of the PURCHASER how he could supply the particular item within that rate, if relevant with a rate analysis also. If the PURCHASER is of the view that the clarifications given are unacceptable and BIDDER would fail in performing on those rates the Bid may be rejected. If clarifications are acceptable and Technical Evaluation Committee is satisfied on that evaluation will be continued.

## **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, demonstrating substantial responsiveness of the Goods 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.

## 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 44.

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 31.3
- (c) if the successful BIDDER fails to:
  - (i) sign the Contract in accordance with ITB Clause 43;
  - (ii) Furnish a Performance Security in accordance with ITB clause 44

## **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 27.1.

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 42.1.

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. Samples**

26.1 As specified in the BDS.

## **27. Bid Opening**

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

27.2 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.

27.3 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.

27.4 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 BIDDER s’ 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**

### **28. Confidentiality**

28.1 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.

28.2 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.

28.3 Notwithstanding ITB Sub-Clause 28.2, 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.

### **29. Clarification of Bids**

29.1 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 31.

### **30. Responsiveness of Bids**

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

30.2 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. One that: A material deviation, reservation, or omission is

- (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.

30.3 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.

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

31.1 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.

31.2 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.

31.3 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.

31.4 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.

### **32. Preliminary Examination of Bids**

32.1 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.

32.2 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.

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

33.1 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.

33.2 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.

33.3 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 30, the PURCHASER shall reject the Bid.

### **34. Conversion to Single Currency**

34.1 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.

### **35. Domestic Preference**

35.1 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.

### **36. Evaluation of Bids**

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

36.2 To evaluate a Bid, the PURCHASER shall only use all the factors, methodologies and criteria defined in this ITB Clause 36.

36.3 To evaluate a Bid, the PURCHASER shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Minimum delivery period offered;
- (c) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;

(d) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3 in

(e) Adjustments due to the application of the evaluation criteria **specified in the BDS** .

(f) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 35 if applicable.

36.4 The PURCHASER's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 36.3, 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

36.5 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.

### **37. Comparison of Bids**

37. The PURCHASER shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

### **38. Post qualification of the BIDDER**

38.1 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.

38.2 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.

38.3 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.

### **39. PURCHASER's Right to Accept Any Bid, and to reject any or All Bids**

39.1 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 BIDDER s.



## **Award of Contract**

### **40. Award Criteria**

40.1 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.

### **41. PURCHASER's Right to Vary Quantities at Time of Award**

41.1 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.

### **42. Notification of Award**

42.1 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.

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

42.3 Upon the successful BIDDER's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the PURCHASER will promptly notify each unsuccessful BIDDER and will discharge its bid security, pursuant to ITB Clause 20.4.

### **43. Signing of Contract**

43.1 Within Seven (7) days after notification, the PURCHASER shall complete the Agreement, and inform the successful BIDDER to sign it.

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

### **44. Performance Security**

44.1 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 BIDDER s pursuant to ITB Sub-Clause 20.4.

44.2 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.

**45. Payment Method**

45.1 Minimum 45 days of credit period is required.

09<sup>th</sup> September 2019

**-Signed-**  
**(HMMSB HERATH)**  
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 Reference	A. General
<b>ITB 1.1</b>	The PURCHASER is Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka
<b>ITB 1.1</b>	The name and identification number of the Contract are :  <b>PURCHASE OF CHEVRONS AND SHOULDERS FLASHER FOR THE SRI LANKA AIR FORCE</b>  Tender reference: <b>(AHQ/19/PUB/CLO/1004)</b>
<b>ITB 2.1</b>	The source of funding is : Government of Democratic Socialist Republic Of Sri Lanka
<b>ITB 4.4</b>	Foreign BIDDERS are not allowed to participate in bidding.
<b>ITB 5.1</b>	All specifications and special conditions are stipulated at Volume- 2, Section III and Section V Schedule of requirements respectively.
	B. Contents of Bidding Documents
<b>ITB 6.1</b>	Bidding documents 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. 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.
<b>ITB 7.1</b>	For <b>Clarification of bid purposes</b> only, the PURCHASER's address is:  Attention : Chief Procurement Officer  Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02. Telephone: 0112325468 Facsimile number: 0112347694 /0112441553 Electronic mail address: CPO@slaf.gov.lk

<b>C. Preparation of Bids</b>	
<b>ITB 11.1 (e)</b>	<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 Inland Revenue department.</p> <p>(d) Self undertaking stating the ability to perform the contract without financial hindrance. {This shall be supported by audited financial statements of last three years. (2016-2018)}</p>
<b>ITB 13.1</b>	Alternative bids/offers shall not be considered
<b>ITB 14.3</b>	Not Applicable
<b>ITB 15.1</b>	The BIDDER shall quote in Sri Lankan rupees and the quotations in foreign currencies shall not be considered.
<b>ITB 17.3</b>	Not applicable
<b>ITB 18.1 (b)</b>	Not applicable
<b>ITB 19.1</b>	The Bid shall be valid until <b>16<sup>th</sup> December 2019 (77 days from the date of opening of the bids)</b>
<b>ITB 20.1</b>	Bidders shall furnish a Bid security as part of its' bid.
<b>ITB 20.2</b>	<p>a. Bid security shall be in the format of Bank Guarantee.</p> <p>b. Bid security shall be issued by <b><u>any of the Commercial Bank approved by the Central Bank of Sri Lanka.</u></b></p> <p>c. Bid security shall be in accordance with the format given in section IV.</p> <p>d. The Amount of the Bid security shall be <b><u>Rs. 56,500.00 (Fifty Six Thousand Five Hundred)</u></b> and shall be in <b><u>Sri Lanka Rupees.</u></b></p> <p>e. The validity period of the Bid Security Shall be until <b><u>13<sup>th</sup> January 2020 (105 days from the date of opening of the bids)</u></b></p> <p>f. The beneficiary of the bid security shall be address to the <b><u>Commander of the Sri Lanka Air Force</u></b></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>PURCHASE OF CHEVRONS AND SHOULDER FLASHERS FOR THE SRI LANKA AIR FORCE</b></p> <p>Tender reference: <b>(AHQ/19/PUB/CLO/1004)</b></p> <p>Opening Date : <b>30<sup>th</sup> September 2019</b></p>
<b>ITB 23.1</b>	<p>For the bid submission purposes, the PURCHASER's address is</p> <p>Attention :Chief Procurement Officer</p> <p>Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>The deadline for the submission of bids is :</p> <p>Date: <b>30<sup>th</sup> September 2019</b></p> <p>Time: <b>1030 hrs</b></p>
<b>ITB 26.1</b>	<p>a. Samples of each item to be submitted along with the offer, unless quotation will be rejected.</p> <p>b. Should inspect the sample (Design, type &amp; colour) available at Procurement Division, (Tender Section) Sri Lanka Air Force Station Colombo during the bidding period.</p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at :</p> <p>Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>Date: <b>30<sup>th</sup> September 2019</b></p> <p>Time: <b>1030 hrs</b></p>
<b>E. Evaluation and comparison of bids</b>	
<b>ITB 35.1</b>	Domestic preference shall not be a bid evaluation factor
<b>ITB 36.3(b)</b>	<p>The following factors and methodology will be used for evaluation :</p> <p>a. Delivery period may be considered during the evaluation.</p>
<b>ITB 36.3(d)</b>	Not applicable
<b>ITB 36.5</b>	Not applicable
<b>ITB 44.1</b>	The successful bidder shall be submitted a Performance Security within seven (07) days for amount state in the letter of Acceptance.

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

**As per the Clauses 32, 35, 36, 37 and 38 of the ITB**

**Section IV. Bidding Forms**

**Table of Forms**

Bid Submission Form.....

Price Schedule: .....

Format for the Bid Security (Guarantee) .....

Format for the Manufacture's Authorization .....

## **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: *[\*Commander of the Air Force]*

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) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) 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;
- (f) 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;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) 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.
- (l) 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]*

## Price Schedule

### IMPORTANT:

S/No	Description	D of Q	Qty	Unit Price without VAT (Rs)	VAT (Rs) (15%)	Unit Price with VAT (Rs)	Total Price with VAT (Rs)
01	Chevrons III bar (working Dress)	Ea	11000				
02	Chevrons II bar (working Dress)	Ea	38100				
03	LAC Flashers Airmen & Airwomen	Pair	37000				
04	Shoulder Flasher Regular Airmen & Airwomen	Pair	94000				
05	Shoulder Flasher Volunteer Airmen & Airwomen	Pair	42500				

- \* 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.

**Contact details of the BIDDER**

**Name:** .....

**Address:**.....  
.....

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

**Fax:** .....      **Email.** .....

**Date** .....

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

**Affix Company Rubber Seal**

## Format for the Bid Security

*[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:** ----- *[ Commander of the Sri Lanka Air Force]*

**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) ]*

## **Manufacturer's Authorization**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]* No.: *[insert number of bidding process]*  
To: *[insert complete name of Purchaser]*

### **WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name - .and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the

**Signed:** *[insert signature(s) of authorized representative(s) of the Manufacturer]*

**Name:** *[insert complete name (s) of authorized representative (s) of the Manufacturer]*

**Title:** *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

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

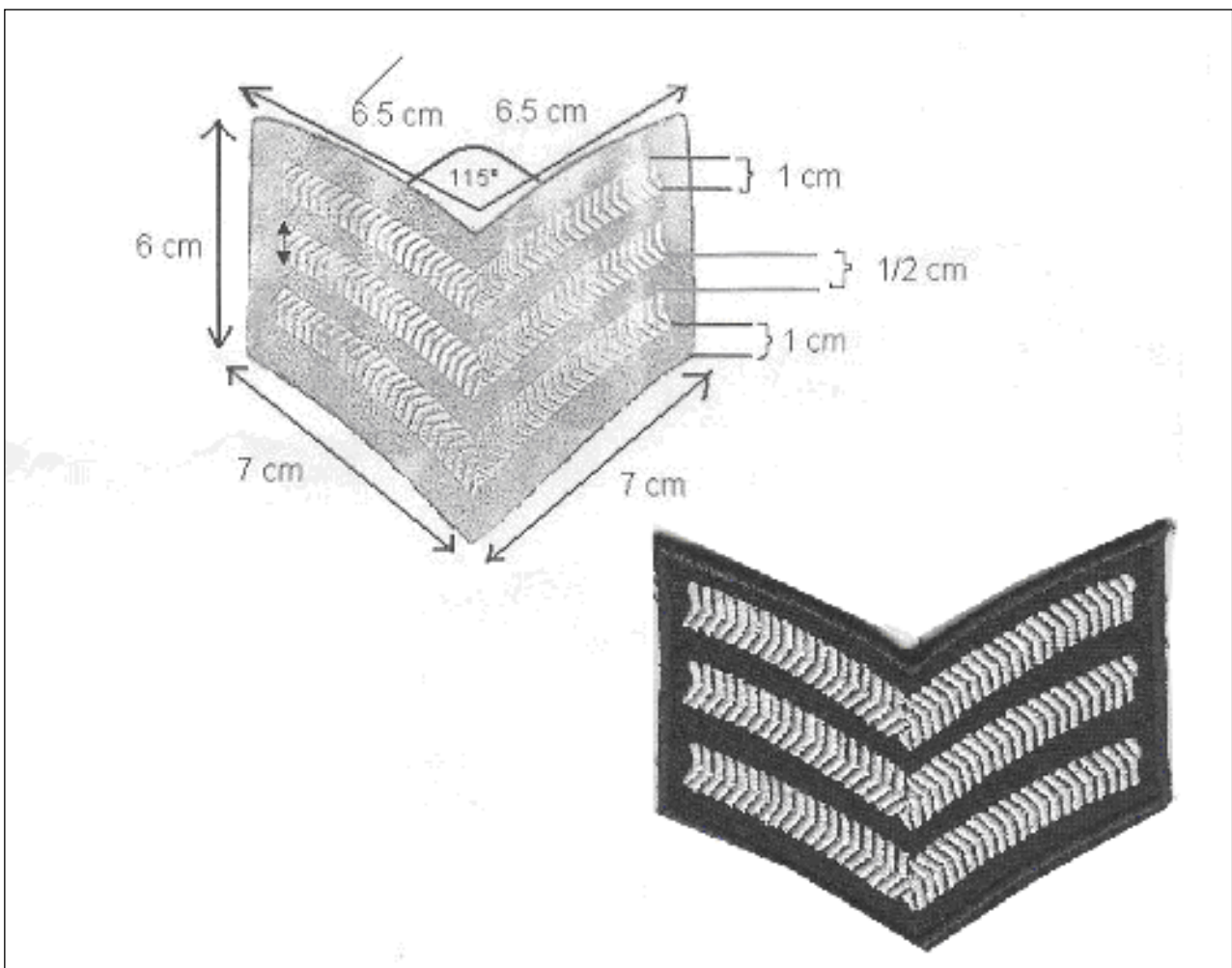
### **Contents**

- 1. Technical Specifications**
- 2. Inspection and tests**

## Technical Specification

### SPECIFICATION FOR CHEVRONS III BAR (WORKING DRESS)

1. The dimension as per the diagram.
2. The embroidery work of the seam should be neat.
3. The background is dark blue.
4. The strips are embroidered in white thread.

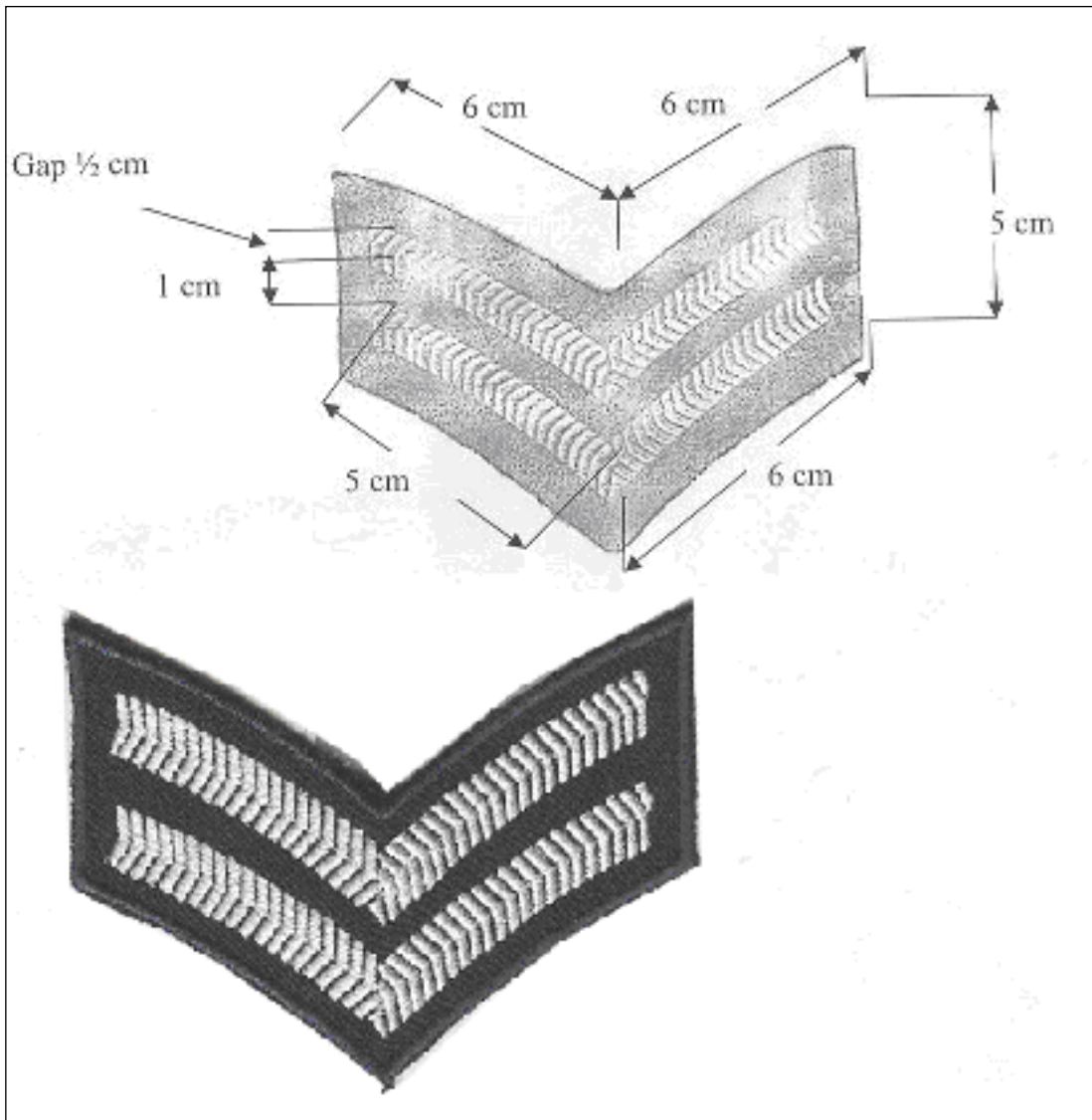


Packing: Each twenty five (25) Chevron to be packed with rubber band. Each two hundred (200) Chevrons (08 packs) to be packed in a box/air tight bag.

**Note. 02 pair of Sample to be forwarded along with the offer unless quotation will be rejected.**

## SPECIFICATION FOR CHEVRONS II BAR (WORKING DRESS)

1. The dimension as per the diagram.
2. The embroidery work of the seam should be neat.
3. The background is dark blue.
4. The strips are embroidered in white thread.



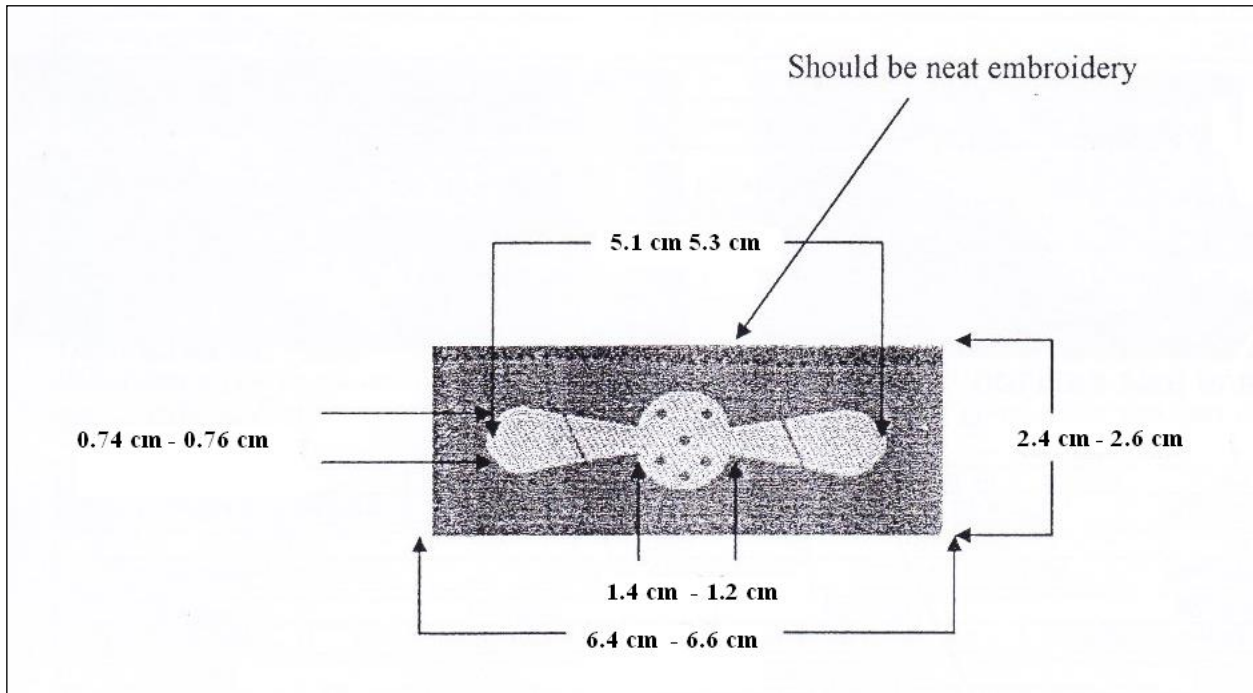
Packing: Each twenty five (25) Chevron to be packed with rubber band. Each two hundred (200) Chevrons (08 packs) to be packed in a box/air tight bag.

**Note. 02 pair of Sample to be forwarded along with the offer unless quotation will be rejected.**



## SPECIFICATION FOR LAC FLASHERS AIRMEN AND AIRWOMEN

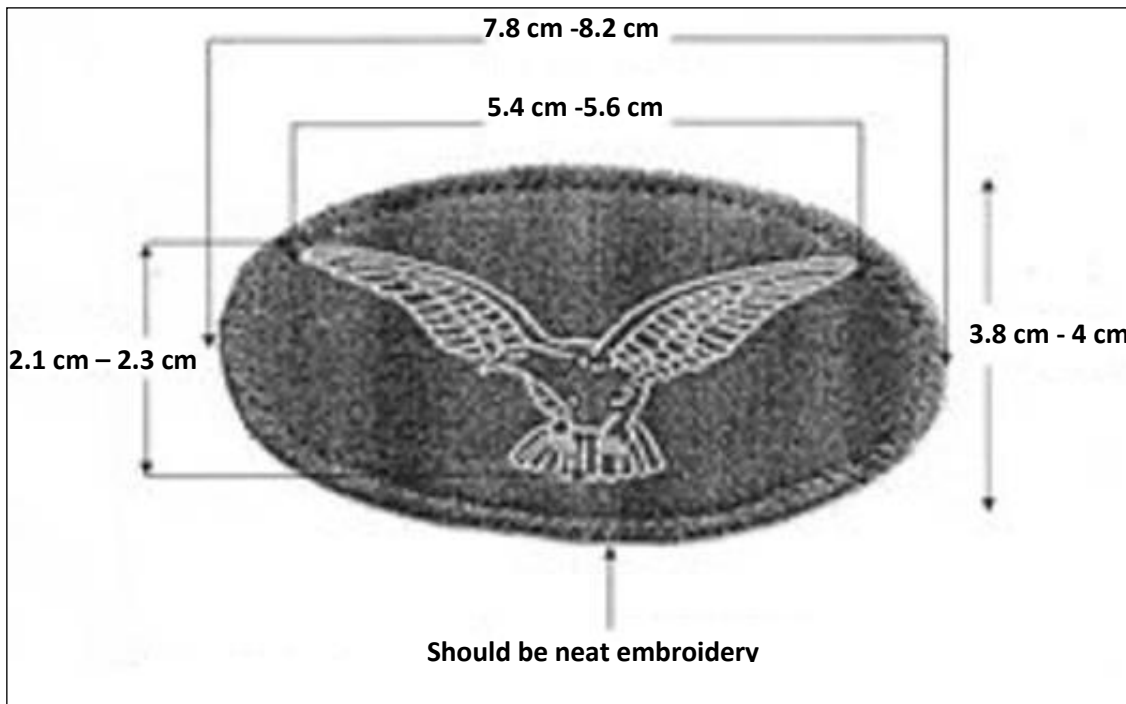
1. The dimension and design as per the sample/diagram.
2. The propeller is in blue colour & the background is in black.
3. Seams of the badge are to be neatly embroidered.



- Note:
1. LAC Flasher should be matched with the existing ones in the SLAF and sample can be inspected at CPD section.
  2. **02 pair of Sample to be forwarded along with the offer unless quotation will be rejected.**
  3. Packing: Each two (02) LAC Flashes to be packed in an air tight bag. Pair hundred (100) LAC Flashes (100 air tight packs) to be packed in a box/air tight bag.

**SPECIFICATION FOR SHOULDER FLASHER REGULAR AIRMEN AND AIRWOMEN (LEFT & RIGHT)**

1. The dimension and design as per the sample/diagram.
2. The Eagle's beak should be pointed as per the diagram.
3. The left arm's one should point to the right and the right arm's one should point to the left.
4. The Eagle is in blue in colour & the background is in black. It's in a elapsd shape.
5. The seams to be neatly over locked.



SHOULDER FLASH LEFT

SHOULDER FLASH RIGHT



Note: 1. Shoulder flasher should be matched with the existing ones in the SLAF and sample can be inspected at CPD section.

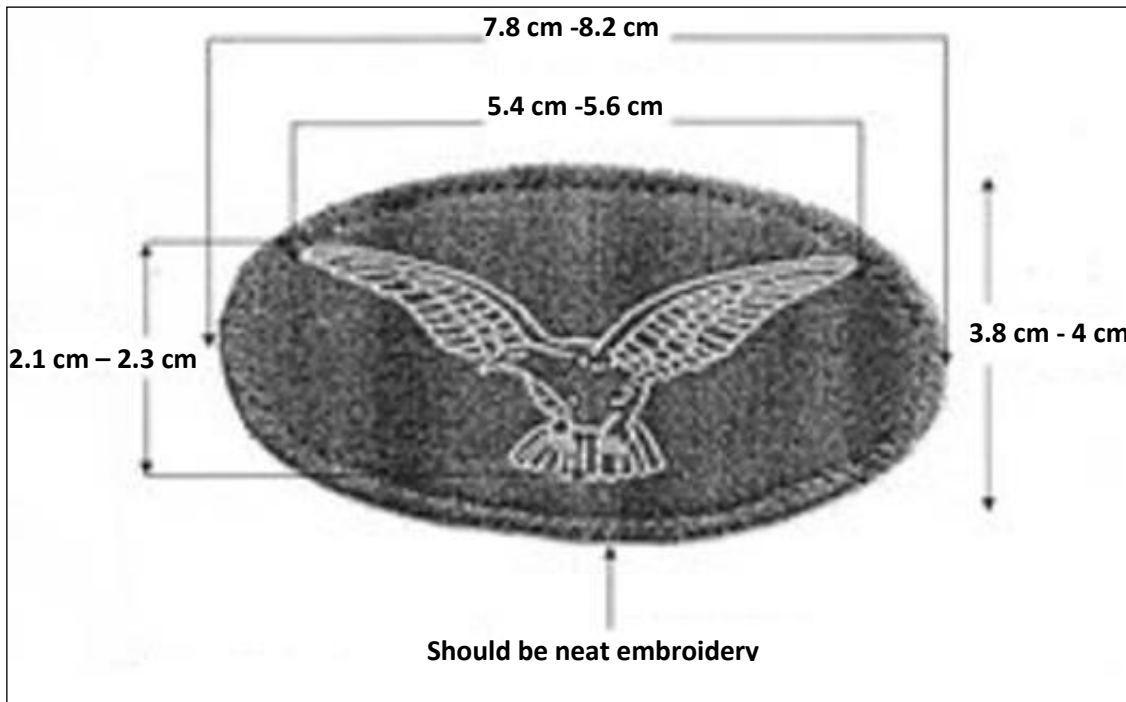
2. **02 pair of Sample to be forwarded along with the offer unless quotation will be rejected.**

3. Packing: One Pair to be packed in an air tight bag. Pair hundred (100) Shoulder Flashes (100 air tight packs) to be packed in a box/air tight bag.

**SPECIFICATION FOR SHOULDER FLASHER VOLUNTEER AIRMEN**

## AND AIRWOMEN (LEFT & RIGHT)

1. The dimension and design as per the sample/diagram.
2. The Eagle's beak should be pointed as per the diagram.
3. The left arm's one should point to the right and the right arm's one should point to the left.
4. The Eagle is in Red in colour & the background is in black. It's in a elapsed shape.
5. The seams to be neatly over locked.



SHOULDER FLASH LEFT

SHOULDER FLASH RIGHT



- Note:
1. Shoulder flasher should be matched with the existing ones in the SLAF and sample can be inspected at CPD section.
  2. **02 pair of Sample to be forwarded along with the offer unless quotation will be rejected.**
  3. Packing: One Pair to be packed in an air tight bag. Pair Hundred (100) Shoulder Flashes (100 air tight packs) to be packed in a box/air tight bag.

## **Inspections and Tests**

**As per the contract agreement**

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

Condition of contracts As per the Section VI of the NPA/Goods/SBD 01 publish by the NPA.

## **Section VII. Contract Data**

**As per the Contract agreement.**

## **VIII. Contract Forms**

- 01. Contract Agreement**
- 02. Performance Security**



**CONTRACT**

**BETWEEN**

**THE SRI LANKA AIR FORCE**

**for and on behalf of the**

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

**and**

.....

**for the**

**PURCHASE OF ..... FOR THE SRI LANKA  
AIR FORCE**

**CONTRACT NO- .....**

**ORDER NO: .....**

**TENDER NO: .....**



**PURCHASE OF ..... FOR THE SRI LANKA AIR FORCE**

This Contract is made on the .....day of **May Two Thousand Nineteen (2019)** between the parties shown below:-

..... (Business Registration Number .....) which is a company duly incorporated under the laws of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as the “**SELLER**”) on the first part.

and

The Commander of the Sri Lanka Air Force having Office at Air Force Headquarters, No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo-02, Sri Lanka acting for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka, (hereinafter referred to as the “**BUYER**”) on the second part and collectively referred to as the Parties to this contract

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved the purchase of SHOES JOGGING for the Sri Lanka Air Force (hereinafter referred to as the “**GOODS**”). The tender document referenced ..... and the SELLER’s offer bearing Quote No ..... and the **SELLER** who has the legal capacity of entering into this agreement has agreed to supply the said **GOODS** to the **BUYER** subject to terms and conditions of this Contract Agreement.

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

And whereas IT IS AGREED as follows:

**ARTICLE 1**

**1.0 SUBJECT OF THE CONTRACT AND SCOPE**

1.1 At the request of the BUYER, the SELLER agrees to supply the **GOODS** in accordance with the conditions and requirements set out in the tender document bearing reference .....and the SELLER’s offer bearing Quote ..... (which documents form part and parcel of this Contract Agreement) and subject to the provisions of this Contract Agreement.

1.2 The documents mentioned in Article 1.1 above shall form part and parcel of this agreement. In case of any discrepancy between the main body of the Contract and the documents mentioned above, the provisions of the main body of the contract shall prevail.

## ARTICLE 2

### 2.0 **CONTRACT PRICE**

2.1 The SELLER has agreed to the Contract Price of Goods for ..... (Rs. ....) (**Inclusive of 15% VAT**) (hereinafter referred to as the "**Contract Price**") The price breakdown is as follows;

## ARTICLE 3

### 3.0 **TERMS OF PAYMENT**

3.1 Payment of the total contract price is ..... **Rupees only (Rs. ....) (Inclusive of 15% VAT)** shall be made by the BUYER within 60 calendar days after signing the protocol of acceptance for the delivery of GOODS as per Annex 'B' of this contract.

## ARTICLE 4

### 4.0 **INSPECTION, DELIVERY AND ACCEPTANCE**

4.1 The delivery of goods to the Supply and Maintenance Depot (S&MD) Sri Lanka Air Force Base Katunayake shall be made within 03-04 Months from the date of execution of this Agreement.

4.2 The BUYER is entitled to forward a random sample to a Specialized Institution, from the delivered GOODS for the testing for the compliance with the requirements of the BUYER under this Contract. The testing Charges shall be borne by the SELLER.

4.3 Upon receipt of the GOODS the formal acceptance shall be carried out by the BUYER and the Acceptance Certificate as per the **Annex "B"** to this contract shall be issued upon its successful completion in compliance with the conditions, specifications and requirements of this contract. Acceptance Certificate shall be signed not later than 14 days from date of the receipt of the Report received vide Article 4.2 confirming the conformity and compliance of GOODS with the requirements of this Contract.

4.4 In the event the GOODS do not comply with the contract and /or the BUYER's specifications, the BUYER shall be entitled to reject the GOODS and the SELLER Shall upon 15 days of receipt of the rejected GOODS, refund to the BUYER the full Contract Price if already paid for and the cost of transport/any expense borne by the BUYER.

4.7 Instead of claiming a refund of the Contract Price and other charges, the BUYER shall, at its sole discretion, have the option of requesting the SELLER to replace the rejected GOODS with GOODS conforming to the Contract and /or BUYER's specifications, in which event, the SELLER shall, within 15days replace the GOODS at no extra cost to the BUYER.

## ARTICLE 5

### **5.0 WARRANTY**

5.1 The SELLER warrants that the GOODS supplied shall be in accordance with requirements of this contract and shall be free from defects in respect of workmanship, material, design and manufacture for the period of One (01) Year from the date of acceptance of the GOODS by the BUYER.

5.2 If the GOODS becomes unserviceable during the warranty period due to any defect, same shall be replaced free of charge within 45 days by the SELLER from the date of notification of such notification.

5.3 The Warranty contained in this Article is an addition to every guarantee and/or warranty and / or condition expressed or implied by law in respect of the services and products provided.

5.4 The BUYER's entitlement in relation to the warranty shall in no way be limited or waived by reason of GOODS having been previously inspected, tested and passed by the BUYER or its representative prior to acceptance of such GOODS.

5.5 If the SELLER, having been notified of any defects as aforesaid, fails to replace GOODS within 45 days, the BUYER may proceed to take such remedial action as may be necessary, at the SELLER's risk and expense and without prejudice to any other rights which the BUYER may have against the SELLER under this Agreement. The SELLER shall refund all expense incurred by the BUYER in taking such remedial action, within 20 days of being notified.

## ARTICLE 6

### **6.0 PERFORMANCE SECURITY**

6.1 The SELLER shall furnish an irrevocable, unconditional Performance Security, in the Form of bank guarantee (as per **Annex "C"**) payable on first written demand of the BUYER on the basis that the SELLER has failed in his obligation to perform this contract, for the amount equal to Ten percent (10%) of the total Contract Price **Rupees .....** (**Rs. ....**) to be issued by a Licensed Commercial Bank in Sri Lanka, preferably a state bank in favour of the BUYER. This Security shall be valid from the date of execution of this contract till the expiration of the Five (05) Months from the date of signing the contract. However, if the acceptance is unable to be completed by the BUYER within the period either due to the SELLER's failure to deliver the items within the delivery period set out in this contract or replace the GOODS as described in Article 4.7, the SELLER shall extend the validity of the guarantee forthwith until his obligations are duly completed in terms of this contract to the satisfaction of the BUYER. Upon successful completion of the acceptance, the BUYER shall release the Performance Security to the SELLER and if required by the BUYER, the SELLER shall extend the validity of the Security until the obligations of SELLER is successfully completed in compliance with the requirements of this contract and to the satisfaction of the BUYER as described above. This performance security shall be issued to BUYER on or before the execution of the contract.

## **ARTICLE 7**

### **7.0 FORCE MAJEURE**

7.1. The BUYER or the SELLER shall not be in breach of their obligations, under this contract, if they are unable to perform such obligation(s) as a result of the occurrence of an event of Force Majeure.

7.2 An event of force Majeure shall mean an event not within control of the SELLER or the BUYER, as the case may be, and has a direct effect on its obligations, which it is unable to prevent, avoid or remove and shall include, but not limit to government(s) and its agencies refusal/denial/intervention/war, (whether declared or not) hostilities, invasion, armed conflict, act of enemy, riots, insurrections, strikes, revolution or usurped power, act of terrorism, sabotage of criminal damage, trade embargos and natural disasters including earthquake, lighting, hurricane, flood and fire. For the purpose of this clause, strikes that arise from labor relation between the relevant party and its employees (other than those having nation-wide effect in the country) machinery breakdown or correction of defect or deficiency shall not be events of Force Majeure.

7.3 The Party so Affected shall within Fifteen (15) days inform the other party by the special registered letter of the occurrence of Force Majeure for the latter party to postpone the execution of the contract. The postponement shall at least be equal to the duration of the events of Force Majeure.

7.4 Unless otherwise directed by the BUYER in writing, the SELLER shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means or performance not prevented by the Force Majeure event.

## **ARTICLE 8**

### **8.0 LIQUIDATED DAMAGES**

8.1 In the event that the SELLER is unable to deliver the Goods within the stipulated period specified in article 4.1 and 4.7 liquidated damages 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. Such damages shall be recovered by deduction from the payment due to the seller.

## **ARTICLE 9**

### **9.0 DISPUTE SETTLEMENT**

9.1 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. The Civil Courts of Sri Lanka shall have exclusive jurisdiction to hear and determine all such disputes.

## **ARTICLE 10**

### **10.0 CONFIDENTIALITY**

10.1 The Parties of this contract shall not be allowed to disclose the contents of this contract and its annexes to a Third Party save to their professional advisers without the written consent of the other party.

## **ARTICLE 11**

### **11.0 EFFECTIVENESS OF THE CONTRACT**

11.1 This Contract shall become effective upon the signing of this Contract Agreement by both parties with the respective obligations of the parties commencing thereon.

## **ARTICLE 12**

### **12.0 GOVERNING LAW**

12.1 The governing Law of this Contract shall be Law of Democratic Socialist Republic of Sri Lanka.

## **ARTICLE 13**

### **13.0 AMENDMENTS TO THE CONTRACT**

13.1 No addition, deletion, modification or change in the Contract shall be binding upon the BUYER and the SELLER, unless such addition, deletion, modification or change is made in the form of a written document explicitly called "ADDENDUM" duly signed by both parties.

13.2 Such an addendum shall complete or replace the relevant part of this Contract and shall become an integral part of it.

## **ARTICLE 14**

### **14.0 SEVERABILITY**

14.1 If a provision of this Agreement is or shall become void or illegal, this shall not affect the validity or enforceability of any other provision of this Agreement. The Parties shall be obliged to substitute the void or illegal provision by a valid and enforceable provision, the economic result of which shall come as close as possible to the economic result intended by the void or illegal provision. The aforesaid shall apply mutatis mutandis to any omission in this Agreement.

## **ARTICLE 15**

### **15.0 BINDING EFFECT**

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and legal representatives.

## **ARTICLE 16**

### **16.0 TERMINATION**

16.1 If the seller breaches the contractual obligations in terms & conditions of this contract, the BUYER shall be entitled to terminate the contract and claim from the SELLER compensation all expenses and damages suffered by the BUYER. The BUYER is entitled to terminate this Agreement, without notice for reasons of national security and in such an event the BUYER shall not be held responsible or liable for any loss or damages caused to the SELLER by reason of such termination.

## **ARTICLE 17**

### **17.0 INDEMNIFICATION**

17.1 The SELLER shall indemnify the BUYER against all claims if any, arising on account of patent rights, royalties whether from manufactures or others, as a consequence of the use by the BUYER of royalty GOODS supplied or in respect of any Employee of the SELLER.

## **ARTICLE 18**

### **18.0 SUB-LETTING**

18.1 The SELLER shall not assign or otherwise transfer or sublet his rights and obligations under this contract, without the consent and authority in writing of the BUYER.

## **ARTICLE19**

### **19.0 MISCELLANEOUS**

19.1 This Purchase Contract has been drawn up in twenty (20) Articles and Annexes from “A” and “C”, in Two (02) original copies, all in the English Language; each having, the same content and both content having equal legal validity, One (01) original copies for the BUYER and One (01) original copy for the SELLER.

## **ARTICLE 20**

### **20.0 NOTICES AND ADDRESSES**

20.1 All correspondence between the Parties of this Contract shall be made through the following addresses and each party shall notify the other party in writing in the event of any changes in the addresses set down below:

20.2 The BUYER’s mailing addresses:

Commander of the Sri Lanka Air Force  
Air Force Headquarters  
No 140 Sir Chittampalam A Gardiner Mawatha  
Colombo-02  
Sri Lanka

Tel: 94 11 2342570, 94 11 2325468  
Fax: 94 11 2441554, 94 11 2347694  
E-mail: [quote@slaf.gov.lk](mailto:quote@slaf.gov.lk)

20.3 The SELLER’s mailing address:

Tel: + : 011 2342027  
Fax: + : 011 2342027  
E-mail: [gr.accessories69@gmail.com](mailto:gr.accessories69@gmail.com)

All the Terms and Conditions of this contract have been read and understood and accepted by the SELLER and BUYER.

IN WITNESS WHEREOF the said authorized representative of the Commander of the Sri Lanka Air Force and the SELLER set their hands and the Common Seals of the Sri Lanka Air Force and the SELLER in the presence of two persons on the date and place as aforesaid on this ..... 2019.

FOR AND ON BEHALF  
OF THE SELLER

FOR AND ON BEHALF  
OF THE BUYER

Signed by:

Signed by:

.....  
**FOR AND ON BEHALF OF THE  
PARTY OF THE FIRST PART**

.....  
**(HMMSB HERATH)  
Air Commodore  
CHIEF PROCUREMENT OFFICER  
FOR AND ON BEHALF OF THE  
PARTY OF THE SECOND PART**

Name :- .....

NIC No:- .....

**Date** :- .....

**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 Bond No:- .....

Bank of issuing :- .....

Date of issue :- .....

Date of Expire :- .....

Performance Bond Amount: - Rs. ....



**ANNEX "A"**

Tender document bearing reference  
..... and the SELLER's offer bearing  
Quote No .....

**ANNEX "B"**  
**CONTRACT NO:**  
**SLAF/PD/PUB/...../2019**  
**Dated ..... 2019**

**DELIVERY ACCEPTANCE CERTIFICATE**

**APPLICANT:** **COMMANDER OF THE AIR FORCE**  
**AIR FORCE HEADQUARTERS**  
**NO 140 SIR CHITTAMPALAM A GARDINER MAWATHA**  
**COLOMBO-02**  
**SRI LANKA**

**BENEFICIARY:** .....

**Invoice No.:** \_\_\_\_\_

This is to certify that the GOODS delivered by ..... under contract ..... dated ..... appears to be in compliance with the requirements of the contract to the satisfaction of the Sri Lanka Air Force.

-----

.....

**Date** **COMMANDER OF THE SRI LANKA AIR FORCE**  
**or his authorized officer**

**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 (IFB)**  
**Paper Advertisement**  
**INVITATION FOR BIDS**



**PROCUREMENT OF GOODS FOR THE SRI LANKA AIR FORCE**

1. The Chairman, Department Procurement Committee of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders for the under mentioned goods.

<b>Procurement Identification Number</b>	<b>Description</b>	<b>Date and time of Bid closing / opening</b>	<b>Non Refundable Fee (Rs.)</b>
AHQ/19/PUB/CLO/1001	Procurement of Hand Bags for Lady Officers & Airwomen	30 <sup>th</sup> September 2019 at 1030 Hrs	Rs. 3500/-
AHQ/19/PUB/CLO/1002	Procurement of Track Bottoms	30 <sup>th</sup> September 2019 at 1030 Hrs	Rs. 2000/-
AHQ/19/PUB/CLO/1003	Procurement of Provost Equipment and Uniform Accessories	30 <sup>th</sup> September 2019 at 1030 Hrs	Rs. 2000/-
<b>AHQ/19/PUB/CLO/1004</b>	<b>Procurement of Chevrons and Shoulder Flashers</b>	<b>30<sup>th</sup> September 2019 at 1030 Hrs</b>	<b>Rs. 3500/-</b>
AHQ/19/PUB/CLO/1005	Procurement of Kit Issue Bags	01 <sup>st</sup> October 2019 at 1030 Hrs	Rs. 2000/-
AHQ/19/PUB/CLO/1006	Procurement of Towels (White)	01 <sup>st</sup> October 2019 at 1030 Hrs	Rs. 2000/-
AHQ/19/PUB/BRK/1004	Procurement of Mosquito Nets (Green)	01 <sup>st</sup> October 2019 at 1030 Hrs	Rs. 2000/-
AHQ/19/PUB/B&CE/1023	Procurement of Melamine Boards on Annual Contract Basis for the year 2020	01 <sup>st</sup> October 2019 at 1030 Hrs	Rs. 3000/-

2. Complete set of bidding documents in English language could be inspected by interested bidders from the Sri Lanka Air Force website [www.airforce.lk](http://www.airforce.lk) and may purchase from the Procurement Division (Tender Section) from 09 September 2019 between 1000 hrs and 1400 hrs on every working day before the closing date of the respective procurement upon payment of a non-refundable fee to the Shroff at Sri Lanka Air Force Station Colombo for each procurement. The offers without the receipt of payment will not be accepted.

3. The sealed bids in duplicate, shall be addressed to “The Chairman, Departmental Procurement Committee and may be either dispatched by registered post or deposited in the Tender Box at the Main Guard Room well before the closing time. Late bids will not be accepted. Bids will be opened soon after closing the bids. 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.

4. The procurement condition and required items are listed in the “Schedule of Prices” of the each bidding document and the applicable rates of supplies shall be indicated for each item listed therein. The rates quoted by each bidder in the Schedule of Prices shall not be subjected to variation on any account.

5. The supplies shall be made to Sri Lanka Air Force Base Katunayake. 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.

6. Interested eligible bidders may obtain further information from the Chief Procurement Officer (Tel. 011-2325468) or Procurement Officer Tenders (Tel. 011-2441553 or 011-2441044 Extension 23569 Fax: 011- 2441553 and 011-2347694).

7. The address referred to above is:  
Sri Lanka Air Force  
No.140  
Sir Chittampalam A Gardiner Mawatha  
Colombo 02

**COMMANDER OF THE AIR FORCE**

Air Force Headquarters  
P.O. Box 1592  
Colombo 02