

**SRI LANKA AIR FORCE**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**



**BIDDING DOCUMENT**

**[NATIONAL COMPETITIVE BIDDING]**

**PURCHASE OF GRAVEL FOR DEVELOPMENT OF  
HINGURAKGODA AIRPORT - PHASE 01 (STAGE-01)**

**TENDER REFERENCE: (AHQ/24/PUB/B&CE/1003)**

# **INVITATION FOR BIDS**

## **SRI LANKA AIR FORCE**

### **PROCUREMENT OF GOODS AND SERVICES FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECTS**

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

| S/No | Procurement Identification Number | Description  | Date and Time for Pre Bid Meeting | Bid Security Value & Period      | Last Date of Issuing of Bidding Documents | Non Refundable Fee (Rs.) | Date and time of Bid closing / opening |
|------|-----------------------------------|--|-----------------------------------|----------------------------------|---|--------------------------|--|
| 01   | AHQ/24/PUB/B&CE/1003              | Purchase of Gravel for Development of Hingurakgoda Airport - Phase 01 (Stage-01) | 13 June 2024 at 1030 hrs          | 11 October 2024<br>Rs.147,000.00 | 27 June 2024                              | 6,000.00                 | 28 June 2024 at 1030 hrs               |

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

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

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

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

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

6. Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employees. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

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

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

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

**HAD DIAS**

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

**TP SAMADASA**

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

**HRL ABEYRATHNE**

Squadron Leader  
Assistant Staff Officer Procurement (Tenders)  
Sri Lanka Air Force Headquarters  
P.O Box 594  
Defence Headquarters Complex,  
Sri Jayewardenapura  
Kotte  
Tel: 011 2441044 (Ex 12916)  
Fax: 011 2441553  
Email: [acpot@slaf.gov.lk](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 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, 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 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.

30 May 2024

-Signed -  
**(HAD DIAS)**  
Group Captain  
**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  |
|---------------------|---|
| <b>ITB 1.1</b>      | The PURCHASER is Sri Lanka Air Force Democratic Socialist Republic of Sri Lanka   |
| <b>ITB 1.1</b>      | The name and identification number of the Contract are :<br><br><b>PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT - PHASE 01 (STAGE-01)</b><br>Tender reference: <b>AHQ/24/PUB/B&amp;CE/1003</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 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 0900 hrs and 1500 hrs on every working day from the Procurement Division, Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte</b> upon payment of a <b>non-refundable fee of Rs. 6,000.00</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. |
| <b>ITB 7.1</b>      | For <b>Clarification of bid purposes</b> only, the PURCHASER address is:<br><br>Attention : Chief Procurement Officer<br>Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte<br><br>Telephone: 0112347694<br>Facsimile number: 0112441553<br><br>Electronic mail address: <a href="mailto:cpo@slaf.gov.lk">cpo@slaf.gov.lk</a>   |
|                     | C. Preparation of Bids  |
| <b>ITB 11.1 (e)</b> | The BIDDER shall submit the following additional documents:<br><br>(a) A copy of company registration certificate.<br>(b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department.<br>(c) The offer shall be compatible with the SLAF specifications.<br>(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. (2021-2023)}  |
| <b>ITB 13.1</b>     | Alternative bids/offers shall not be considered   |
| <b>ITB 14.3</b>     | Not Applicable  |
| <b>ITB 15.1</b>     | a. The BIDDER shall quote in Sri Lankan rupees.   |

|   |   |
|---|---|
|   | b. Minimum 60 Days credit period is required for particular order.  |
| <b>ITB 17.3</b>                             | Not Applicable  |
| <b>ITB 18.1 (a)</b>                         | Not Applicable  |
| <b>ITB 18.1 (b)</b>                         | Not Applicable  |
| <b>ITB 19.1</b>                             | The Bid shall valid until <b>13 September 2024.</b>   |
| <b>ITB 20.1</b>                             | Bid shall include a <b>bid security issued by any Commercial Banks approved by the Central Bank of Sri Lanka.</b>   |
| <b>ITB 20.2</b>                             | a. The amount of the bid security shall be <b>Rs: 147,000.00</b><br>b. The validity period of the Bid Security Shall be until <b>11 October 2024.</b><br>c. The beneficiary of the bid security shall be address to the <b><u>Commander of the Sri Lanka Air Force.</u></b>   |
| <b>D. Submission and opening of Bids</b>    |   |
| <b>ITB 22.2 (c)</b>                         | The inner and outer envelops shall bear the following identification marks<br>Heading : <b>PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT - PHASE 01 (STAGE-01)</b><br><br>Tender reference: <b>AHQ/24/PUB/B&amp;CE/1003</b><br>Opening Date: <b>28 June 2024</b>   |
| <b>ITB 23.1</b>                             | For the bid submission purposes, the <b>PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT - PHASE 01 (STAGE-01)</b><br><br>Attention : Chief Procurement Officer<br>Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte<br><br>The deadline for the submission of bids is :<br><br>Date: <b>28 June 2024</b> Time: <b>1030hrs</b> |
| <b>ITB 26.1</b>                             | The bid opening shall take place at :<br>Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte<br><br>Date: <b>28 June 2024</b> Time: <b>1030hrs</b>   |
| <b>E. Evaluation and comparison of bids</b> |   |
| <b>ITB 33.1</b>                             | The BIDDERS are not allowed to quote in foreign currencies.   |
| <b>ITB 34.1</b>                             | Not Applicable  |
| <b>ITB 35.3 (d)</b>                         | Not Applicable  |
| <b>ITB 35.4</b>                             | 14 days of Delivery period may consider during the evaluation.  |
| <b>ITB 35.5</b>                             | Not Applicable  |
| <b>ITB 42.1</b>                             | Within Fourteen (14) days after notification, the PURCHASER shall complete the Agreement, and inform the successful BIDDER to sign it.  |
| <b>ITB 42.2</b>                             | Within Fourteen (14) days of receipt of such information, the successful  |
| <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 Fourteen (14) 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

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# 1. Bid Submission Form

*[The BIDDERS 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) 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.

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 BIDDERS]*

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

## 2. PRICE SCHEDULE

### PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT – PHASE 01 (STAGE-01)

| Item No | SLAF NO            | Item Description | D of Qty | Qty  | Unit Price (Rs.) | VAT (18 %) | Unit Price with VAT (Rs.) | Total Price with VAT (Rs.) |
|---------|--------------------|------------------|----------|------|------------------|------------|---------------------------|----------------------------|
| 01      | SLAF<br>5610003008 | Gravel           | Cube     | 2925 |                  |            |                           |                            |

#### 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 details of the bid is submitted, shall be clearly marked on the sealed envelope and the bid. The detail 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.



**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 |                           |
| VALIDITY OF BID till <b>13 September 2024</b>   | YES / NO |                           |
| VALIDITY OF BID BOND till <b>11 October 2024</b>  | YES / NO |                           |
| BID BOND NO   |          |                           |
| DELIVERY PERIOD (confirm you agreement to deliver the Goods within 14 days from the date of order confirmation) |          |                           |
| <b>Credit Period is for 60 days</b>   | YES/NO   |                           |
| <b>Goods to be delivered on request of the SLAF</b>   | YES / NO |                           |
| DISCOUNT OFFERED  | YES / NO |                           |

**Contact details of the BIDDER**

**Name:** .....

**Address:**.....

.....

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

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

**Date** .....

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

**Affix Company Rubber Seal**

### 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 BIDDERS (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 being 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]

## 5. 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. Delivery Schedule**
- 2. Specifications**
- 3. Inspection and Tests**



## **2. SPECIFICATIONS**

SLAF5610003008 GRAVEL  
Gravel (Type I)

### **Specification of Gravel (Type I)**

| <b>Property</b>                           | <b>Test Method (AASHTO)</b> | <b>Specification</b>                  |
|---|-----------------------------|---------------------------------------|
| Liquid Limit (LL)                         | T-90                        | Not to exceed 50%                     |
| Plasticity Index (PI)                     | T-90                        | Not to exceed 25%                     |
| Maximum Dry Density<br>(Modified)         | T-180                       | Not less than 1,600 Kg/m <sup>3</sup> |
| 4-day soaked CBR at 98%<br>MDD (Modified) | T-193                       | Not less than 15%                     |

### **SPECIAL TENDER CONDITIONS**

1. Required minimum daily quantity is 125 Cubes per day or to be deliver on request until completion of the total Order. **(Agreed / Not agreed)**
2. Sample of 150kg shall be provided during the initial bidding by complying to the stipulated specification in the bidding documents. The same will be checked at laboratory of SLAF for compliance to item specifications. **(Agreed / Not agreed)**
3. Random Sampling checks also would be carried out by the SLAF during the delivery, failing to which the tender shall be defaulted by the SLAF. Quality contract testing of samples will be conducted at the SLAF testing facility. **(Agreed / Not agreed)**
4. Intended material are required to be delivered and unloaded to the assigned project site at SLAF Base Hinguragkoda. **(Agreed / Not agreed)**
5. If an inability of supplying the ordered qty by the respective suppliers, SLAF shall decide the next course of action. **(Agreed / Not agreed)**

### **OTHER CONDITION**

Item to be delivered on request

## **3. Inspections and Tests**

**As per the Contract agreement and specifications.**

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

## Section VI. Conditions of Contract

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## 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. Copyright**

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 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. Termination

### 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 (m)</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:<br>Attention: Chief Procurement Officer<br><br>Address: Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte<br><br>Telephone: 0112347694<br><br>Fax number: 0112441553<br><br>Electronic mail address: <a href="mailto:cpo@slaf.gov.lk">cpo@slaf.gov.lk</a>   |
| <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:<br><br>A: For Goods offered within Sri Lanka<br><br>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.<br><br>(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. |
| <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 Hingurakgoda Airport Project  |
| <b>CC 26.1</b>    | (i) In the event that the "SELLER" is unable to deliver the Goods within the stipulated period of this Contract liquidated damages (LD) 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 or service 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".   |

(ii) "Provided that if any period of any delay has been caused by the "BUYER" to effect the payment to "SELLER" upon the acceptance of Goods Liquidated Damages on entitled by the "BUYER" shall be forfeited inconsideration of the delay occurred at this end.

(iii) Liquidated Damages shall be calculated only on the balance number of days, having set off number of days delayed by the "SELLER" against the number of days, payments are delayed by the "BUYER"

**Section VIII. Contract Forms**

**Table of Forms**

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



**DRAFT CONTRACT AGREEMENT**



**CONTRACT**

**Between**

**THE BUYER  
SRI LANKA AIR FORCE**

**for and on behalf of**

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

**and**

**MR. .... CARRYING ON BUSINESS UNDER THE NAME OF**

.....

**for the**

**PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT -  
PHASE 01 (STAGE-01)**

**TENDER: -AHQ/24/PUB/B&CE/1003  
CONTRACT NO:-SLAF/PD/PUB/...../2024**

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

**CONTRACT AGREEMENT FOR PURCHASE OF GRAVEL FOR DEVELOPMENT OF HINGURAKGODA AIRPORT - PHASE 01 (STAGE-01) (SLAF/PD/PUB/...../2024)**

This indenture is made and entered into on this ..... day of ..... **two thousand Twenty Four (2024)** between **MR. ....Carrying on Business Under the Name of .....** with other partner/s having its registered office at **No .....** and its heirs, executors and administrators of the first part, (hereinafter called and referred to as the “**SELLER**”)

and

**The Commander of the Sri Lanka Air Force**, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte 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 —**BUYER**”.)

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved by its letter **AHQ/24/PUB/B&CE/1003** dated ..... December 2024 the tender for ..... **Items** more fully described in the **Annex A** of this Contract (hereinafter referred to as the — **SCHEDULE OF GOODS**) for the BUYER

and

Whereas the BUYER has agreed to procure the GOODS from the SELLER as per the tender referenced **AHQ/24/PUB/B&CE/1003** dated ..... 2024 and the SELLER Offer dated ..... 2024 for **the period of ..... 2024 to ..... 2024.**

and

That the SELLER shall supply the **SCHEDULE OF GOODS** more fully described in the **Annex A** of this Contract (hereinafter referred to as the “**SCHEDULE OF GOODS**”) to the entire satisfaction and quantities required by the BUYER subject to the conditions herein contained and in accordance with the tender document and other documents attached to this agreement, which are deemed to be and 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.

**WITNESSETH**

Now therefore it is hereby agreed as follows;

1. This contract comes into force immediately after being signed by the representatives of the two parties and shall remain valid until the final completion of the period mentioned above or the contract is terminated by the BUYER.
2. **The provision of the SCHEDULE OF GOODS shall be made by the SELLER at the rates more fully described in the Annex A.**

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

**AHQ/24/PUB/B&CE/1003**

3. The Goods supplied to the BUYER shall be within 14 days from the date of the order form.
4. The payments to be made to the SELLER upon presentation of invoices on for the SCHEDULE OF GOODS along with duly completed F 666 (Government Contractors 'Bill) in one copy subjected to 60 days of credit facility period.
5. The SELLER shall if so required by the BUYER appoints a representative to represent him in all matters relating to this contract as per the Article 15.
6. The quality and quantity of the SCHEDULE OF GOODS shall be the best in their respective kind and comply with the specification given by the BUYER.
7. The SELLER shall be totally responsible of the delivery of the SCHEDULE OF GOODS in good quality at the specified site of the BUYER.
8. The representative of the BUYER shall inspect the SCHEDULE OF GOODS and reserves the right to reject any SCHEDULE OF GOODS if he considers those to be inferior quality or condition.
9. The payment shall be made after the receipt and acceptance of SCHEDULE OF GOODS by the BUYER as per Article 08.
10. In the event the SELLER fails to supply the SCHEDULE OF GOODS properly, the BUYER shall be at the liberty to purchase such SCHEDULE OF GOODS elsewhere on account and at the risk of the SELLER at any price. In such an event, the BUYER may encash the Performance Security submitted by the SELLER and take any remedial action under this Contract.
11. In such an event, if the SCHEDULE OF GOODS purchased by the BUYER is obtained at excess cost (more than the contract price) the SELLER shall be liable to pay the BUYER such price and all expenses involved with such purchase together with a sum of Ten Percent (10%) of the invoice value for the first default and Twenty-Five Percent (25%) of the invoice value for each subsequent defaults as liquidated damages and not as a penalty for the partial failure of the Contract.
12. It is hereby expressly agreed between the parties to these presents that any of the SCHEDULE OF GOODS supplied by the SELLER, in the opinion of the BUYER to be of a quality inferior to that described in the schedule it shall be lawful for the BUYER in its discretion to ;
  - a. Reject the SCHEDULE OF GOODS
  - b. Warn the SELLER in writing
  - c. Reduce the price by Ten Percent (10%) from the invoice of the redelivered SCHEDULE OF GOODS confirming to the requirements of this Contract.

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

13. The SELLER shall employ only Sri Lankan labourers both skilled and unskilled in carrying out the work under this contract and such labourers shall be recruited as far as possible from the area in which the work is carried out. Also the SELLER shall ensure that its employees always bear their National Identity Cards in order to be produced to the Sri Lanka Air Force personnel prior to enter into any Air Force establishment and be adhered to the Orders and Regulations of the BUYER. Any failure on the part of the SELLER to fulfill the above conditions in the Contract shall the contract liable to cancellation.

14. The SELLER shall not without the consent and authority in writing of the BUYER, assign or sublet the contract or any part thereof. In this regard consent by the BUYER will not relieve the SELLER from full and entire responsibility for this agreement. The BUYER reserves the right to refuse to recognise a Power of Attorney issued by the SELLER to any person to carry out this contract on his behalf. The BUYER may for reasons, which appear to him sufficient give the SELLER notice in writing of its objections to the employment by the SELLER of any person specified in such notice and no such person shall be employed by the SELLER. The SELLER 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 SELLER.

15. The SELLER shall inform the BUYER in writing the name/s of its authorised representative/s who shall represent the SELLER, prior to /during the execution of the contract.

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

17. The BUYER shall not be held responsible or liable for any damages that may be incurred by the SELLER 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 BUYER at any time during the tenure of this contract.

18. The SELLER shall furnish an unconditional, irrevocable Performance Security, in the form of a Bank Guarantee payable on first written demand by the BUYER on the basis that the SELLER 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 2023.

19. (a) In the event the SELLER fails to supply the SCHEDULE OF GOODS on due date or period and in the quantity and /or quality as ordered by the BUYER, he shall be held to have failed in the due performance of such orders and the BUYER may cancel such orders without sending any reminders to the SELLER. If the SELLER fails to supply the SCHEDULE OF GOODS continuously in above manner the BUYER may terminate the contract and demand damages without any notice to the SELLER. Further, Contract being so terminated the SELLER 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 BUYER reserves all right to forfeit the Performance Security of the SELLER forthwith on the first demand.

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

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

(c) If the SELLER 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 BUYER shall be entitled to terminate the agreement and demand damages.

(d) In case of termination, the payment to which the BUYER may render itself liable under this Contract shall be deducted on behalf of the GOVERNMENT by the Secretary to the Treasury or by the BUYER as the case may be from all monies, then due or that any become due to the SELLER under the respective contract and from the Performance security forwarded by the SELLER.

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

21. 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 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 which by means of civil litigation in Courts of Sri Lanka.

22. 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.

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

24. All notices to be served upon the SELLER shall be deemed to have been served if sent through registered post to the SELLER or left at (adders) .....

25.1 In the event that the “SELLER” is unable to deliver the Goods within the stipulated period of this Contract liquidated damages (LD) 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 or service 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”.

25.2 “Provided that if any period of any delay has been caused by the “BUYER” to effect the payment to “SELLER” upon the acceptance of Goods Liquidated Damages on entitled by the “BUYER” shall be forfeited inconsideration of the delay occurred at this end.

25.3. Liquidated Damages shall be calculated only on the balance number of days, having set off number of days delayed by the “SELLER” against the number of days, payments are delayed by the “BUYER”

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

26. 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 BUYER and the said SELLER have herein to set their representatives hands in Jayewardenepura Kotte on the ..... of ..... Two Thousand Twenty-four (2024) for the SUPPLY OF SCHEDULE OF GOODS

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

.....  
(HAD DIAS)  
Group Captain  
CHIEF PROCUREMENT OFFICER  
FOR AND ON BEHALF OF THE  
PARTY OF THE SECOND PART

Name : - .....

NIC No:- .....

Date :- ...../...../.....

Witness 1

Witness 1

Signature.....  
Name.....  
Address.....  
Date.....

Signature.....  
Name.....  
Address.....  
Date.....

Witness 2

Witness 2

Signature.....  
Name.....  
Address.....  
Date.....

Signature.....  
Name.....  
Address.....  
Date.....

Performance Bond No :- .....

Bank of issuing :- .....

Date of issue :- .....

Date of Expire :- .....

Performance Bond Amount Rs. :- .....

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

ANNEX —A’  
TENDER:- AHQ/24/PUB/B&CE/1003  
CONTRACT NO:-SLAF/PD/PUB/..../2024  
Dated ..... 2024

| S/N | Description | D of Qty | Qty | Unit price without VAT (Rs.) | ....% VAT (Rs.) | Total price with ....% VAT (Rs.) |
|-----|-------------|----------|-----|------------------------------|-----------------|----------------------------------|
|     |             |          |     |                              |                 |                                  |
|     |             |          |     |                              |                 |                                  |

- ❖ Delivery Period within 14 days from the date of an Order Form.
- ❖ **Delivery destination shall be the mentioned in the Order Form.**

.....  
Date

.....  
Signature of the Bidder  
With seal  
(If Applicable)

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

**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)]*