SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



BIDDING DOCUMENT [NATIONAL COMPETITIVE BIDDING]

ANNUAL CONTRACT TO PURCHASE LABORATORY ITEMS THROUGH ANNUAL CONTRACT FOR SLAF HOSPITALS AND MEDICAL CANTERS FOR YEAR 2025

TENDER REFERENCE: (AHQ/24/PUB/MED/1004)

INVITATION FOR BIDS

SRI LANKA AIR FORCE

ANNUAL CONTRACT TO PURCHASE LABORATORY ITEMS THROUGH ANNUAL CONTRACT FOR SLAF HOSPITALS AND MEDICAL CANTERS FOR YEAR 2025

1. The Chairman, Department Procurement Committee (DPC) of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders to purchase laboratory items through annual contract for SLAF hospitals and medical canters for year 2025.

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 /
01	AHQ/24/PUB/ MED/1004	Purchase laboratory items through annual contract for SLAF hospitals and medical canters for year 2025.	22.11.2024 at 1030 hrs	31 July 2025 Rs. 150,000.00	02.12.2024	6,000.00	03.12. 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, the website of the Sri Lanka Air Force or could inspect free of charge from 04.11.2024 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 8 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 04.11.2024 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. 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.

- 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.
- 6. 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 LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura.
- 7. 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.
- 8. 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, 076-6723955 Extension 12915 Fax: 011- 2441553)** or by forwarding written requests to the address mentioned below;

HAD DIAS

TP SAMADASA

Group Captain

P.O Box 594

Group Captain

Chief Procurement Officer

Staff Officer Procurement (Tenders) Sri Lanka Air Force Headquarters

Sri Lanka Air Force Headquarters

P.O Box 594

Defence Headquarters Complex,

Defence Headquarters Complex,

Sri Jayewardenapura

Sri Jayewardenapura

Kotte

Tel: 011 2347694

Tel: 011 2441044 (Ex 12915)

Fax: 011 2347694/2441554

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Email: cpd@slaf.gov.lk

Email: acpot@slaf.gov.lk

HGNJB DAYANANDA

Squadron Leader

Assistant Staff Officer Procurement (Tenders)

Sri Lanka Air Force Headquarters

P.O Box 594

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Sri Jayewardenapura

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Tel: 011 2441044 (Ex 12916)

Fax: 011 2441553 Email: acpot@slaf.gov.lk

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

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

General

1. Scope of Bid

- 1.1 The PURCHASER **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
 - (a) The term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) If the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day.

2. Source of Funds

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

3. Ethics, Fraud and Corruption

- 3.1 The attention of the BIDDER is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The PURCHASER requires the BIDDER s, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a). "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

- (b). "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c). "collusive practice" means a scheme or arrangement between two or more BIDDER s, 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 BIDDER s found to have conflict of interest shall be disqualified. BIDDER s 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.
- 4.4 Foreign BIDDERs may submit a bid only if so **stated in the BDS**.

5. Eligible Goods

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

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8. All eligible BIDDER s specified in the ITB sub clause 5 shall download a copy of this bidding document as **specified in the BDS**.

Volume 1

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

Volume 2

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

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Bidding PURCHASER may amend the Bidding Documents by issuing Documents addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective BIDDER s reasonable time in which to take an addendum into account in preparing their bids, the PURCHASER may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

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

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The BIDDER shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a BIDDER wishes to offer discount as a lot the BIDDER may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. BIDDER s wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier. However, **VAT shall not be included in the price** but shall be indicated separately;
 - (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 and
- 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, BIDDER s shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

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

- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the BIDDER shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The BIDDER shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the PURCHASER.

18. Documents Establishing the Qualifications of the BIDDER

- 18.1 The documentary evidence of the BIDDER's qualifications to perform the contract if its bid is accepted shall establish to the PURCHASER's satisfaction:
 - (a) A BIDDER that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that, if **required in the BDS**, in case of a BIDDER not doing business within Sri Lanka, the BIDDER is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
 - (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 BIDDER s 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.
 - (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 BIDDER's 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 BIDDER s may always submit their bids by mail or by hand.
- (a) BIDDER s 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 BIDDER s 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 BIDDER s 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 BIDDER s' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all BIDDER s who submitted bids in time.

Evaluation and Comparison of Bids

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 BIDDER s 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. One that: A material deviation, reservation, or omission is
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the PURCHASER's rights or the BIDDER's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive presenting of other BIDDER s 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 BIDDER s 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 accordance with ITB Sub-Clause 14.2; and 14.3 in
 - (d) Adjustments due to the application of the evaluation criteria **specified in** the BDS.
 - (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

36.1The 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 BIDDER s.

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 BIDDER s 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.

-Signed-(HAD DIAS) Group Captain CHIEF PROCUREMENT OFFICER

04 November 2024

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 BIDDER s (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause	A. General						
Reference							
ITB 1.1	The PURCHASER is Sri Lanka Air Force on behalf of Democratic Socialist						
	Republic of Sri Lanka						
ITB 1.1	The name and identification number of the Contract are :						
	PURCHASE LABORATORY ITEMS THROUGH ANNUAL CONTRACT FOR SLAF HOSPITALS AND MEDICAL CENTERS FOR YEAR 2025 Tender reference: AHQ/24/PUB/MED/1004						
TED 2.1	-						
ITB 2.1	The source of funding is : Government of Democratic Socialist Republic Of Sri						
ITB 4.4	Lanka Foreign BIDDERs are not allowed to participate in bidding.						
ITB 5.1	All specifications and special conditions are stipulated at Volume- 2, Section III						
	and Section V Schedule of requirements respectively.						
	* Samples for the items listed in Section V (Specification and Special conditions) shall be submitted along with the Bid of the time of opening Bids.						
	Samples shall be marked/tagged with the following details; a. Bidder's Name.						
	b. Tender identification number.						
	c. Corresponding item number allotted in Section IV, Price Schedule.						
	* Any sample submitted not in compliance to the above requirement may not be accepted by the Sri Lanka Air Force.						
	B. Contents of Bidding Documents						

ITB 6.1	Bidding documents could be inspected by interested bidders from the Sri Lanka							
	Air Force website <u>www.airforce.lk</u> and may purchase between <u>1000 hrs and</u>							
	1400 hrs on every working day from the Procurement Division, Sri Lanka							
	Air Force Headquarters, Sri Jayewardenepura, Kotte upon payment of a							
	non-refundable fee of Rs. 6,000.00 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.							
	Volume II							
	Section IV Bidding form – Manufacture authorization not applicable for this tender.							
ITB 7.1	For <u>Clarification of bid purposes</u> only, the PURCHASER address is:							
	Attention: Chief Procurement Officer Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte							
	The deadline for the submission of bids is: Date: 03.12.2024 Time: 1030 hrs							
	Electronic mail address: cpd@slaf.gov.lk							
	C. Preparation of Bids							
ITB 11.1 (e)	C. Preparation of Bids The BIDDER shall submit the following additional documents:							
ITB 11.1 (e)	-							
ITB 11.1 (e)	The BIDDER shall submit the following additional documents:							
ITB 11.1 (e)	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the							
ITB 11.1 (e)	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and							
ITB 11.1 (e) ITB 15.1	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details. (d) Self undertaking stating the ability to perform the contract without financial hindrance. {This shall be supported by audited financial statements of							
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ITB 15.1	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details. (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. (2020-2022)} a. The BIDDER shall quote in Sri Lankan rupees . b. Minimum 60 Days credit period is required.							
ITB 15.1 ITB 18.1 (a) ITB 19.1	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details. (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. (2020-2022)} a. The BIDDER shall quote in Sri Lankan rupees . b. Minimum 60 Days credit period is required. Not Applicable The Bid shall valid until 31 Dec 2025.							
ITB 15.1 ITB 18.1 (a)	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details. (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. (2020-2022)} a. The BIDDER shall quote in Sri Lankan rupees . b. Minimum 60 Days credit period is required. Not Applicable							
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	b. The validity period of the Bid Security shall be until: 31.07.2025 .							
	c. The beneficiary of the bid security shall be address to the Commander							
	of the Sri Lanka Air Force.							
	D. Submission and opening of Bids							
ITB 22.2 (c)	The inner and outer envelops shall bear the following identification marks							
	Heading PURCHASE LABORATORY ITEMS THROUGH ANNUAL CONTRACT FOR SLAF HOSPITALS AND MEDICAL CENTERS FOR YEAR 2025							
	Tender reference: AHQ/24/PUB/MED/1004							
	Opening Date : : 03.12.2024							
ITB 23.1	For the bid submission purposes, the PURCHASE LABORATORY ITEMS THROUGH ANNUAL CONTRACT FOR SLAF HOSPITALS AND MEDICAL CENTERS FOR YEAR 2025							
	Attention :Chief Procurement Officer							
	Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte							
	The deadline for the submission of bids is:							
	Date: 03.12.2024							
ITB 26.1	The bid opening shall take place at :							
	Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte.							
	Date: 03.12.2024							
	E. Evaluation and comparison of bids							
ITB 34.1	Domestic preference shall not be a bid evaluation factor							
ITB 35.4	The following factors and methodology will be used for evaluation:							
	a. 07 days of Delivery period may consider during the evaluation. Least delivery period will be prioritise as per the existing requirement.							

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. Domestics Preference (ITB 34.1)
- 5. Post qualification Requirements (ITB 37.2)

Section IV. Bidding Forms

Table of Forms

1.	Bid Submission Form
2.	Price Schedule
3.	Bid Security (Guarantee)
4.	Bid-Securing Declaration.
5.	Manufacturer's Authorization

1. Bid Submission Form

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

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

No.: [insert number of bidding process]

To: [* insert complete name of PURCHASER]

We, the undersigned, declare that:

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

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

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

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

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

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

Dated on ______, _____ [insert date of signing]

2. Price Schedule

S/No	Epas No Description D of Qty		Qty	Period of Validity of Prices 01 January 2025 To 31 December 2025			
					Unit Price (Rs.)	VAT (Rs) (%)	Unit Price with VAT(Rs)
1	SLAF6521001011	Glucose Oxidize test kits	Ea	1			
2	SLAF6521001008	Cholesterol test kits(2x 100ml)	Ea	1			
3	SLAF6521001034	HDL Cholesterol test kit	Ea	1			
4	SLAF6521001072	HDL- Cholesterol Direct Test Kit	Ea	1			
5	SLAF6521001025	Triglycerides test kits (2 x 50ml)	Ea	1			
6	SLAF6521001035	Total & Direct Bilirubin (2x200ml) test kit	Ea	1			
7	SLAF6521001004	AST (SGOT) 20 x 10ml	Ea	1			
8	SLAF6521001001	ALT (SGPT) Test Kit 20 x 10ml	Ea	1			
9	SLAF6521001023	Serum creatinine test kit	Ea	1			
10	SLAF6521001007	Blood urea test kits	Ea	1			
11	SLAF6521001026	Uric acid test kit	Ea	1			
12	SLAF6521001028	Alkaline Phospitase test kit	Ea	1			
13	SLAF6521001062	Gamma GT test kit	Ea	1			
14	SLAF6521001065	CPK TEST KIT	Ea	1			
15	SLAF6521001040	CKMB test kit	Ea	1			
16	SLAF6521001081	Serum Amylase Test Kit	Ea	1			
17	SLAF6521001039	Serum Albumin test kit	Ea	1			
18	SLAF6521001024	Total protein test kit	Ea	1			
19	SLAF6521001075	Multicalibrator test kit	Ea	1			
20	SLAF6521007008	Control Normal	Pack	1			
21	SLAF6521007009	Control Pathological	Pack	1			

22	SLAF6521001013	Haemoglobin test kits (400 test)	Ea	1		
23	SLAF6521001087	LDH Test Kit	Ea	1		
24	SLAF6521001069	TSH strip (60) pack	Ea	1		
25	SLAF6521001070	FREE T3 STRIP (60) PACK	Ea	1		
26	SLAF6521001071	FREE T4 STRIP (60) PACK	Ea	1		
27	SLAF6521001097	Prostate Specific Antigen test kit	Ea	1		
28	SLAF6521001096	Vitamin D Level test kit	Ea	1		
29	SLAF6521001094	MINIVIDAS High Sensitive Troponin I Kit (60 strips pack)	Ea	1		
30	SLAF6521008059	MINICAP Conical Tubes with Lids (3 ml)	Ea	1		
31	SLAF6521001089	MINICAP HbA1C Kit	Ea	1		
32	SLAF6521001090	MINICAP HbA1C Control Pack	Ea	1		
33	SLAF6521001091	MINICAP HbA1C Calibrator kit	Ea	1		
34	SLAF6521001092	MINICAP Capiclean 25ml kit	Ea	1		
35	SLAF6521001093	MINICAP Clean Protect 5ml Kit	Ea	1		
36	SLAF6521005011	HIV 1 and 2 Antibody test Strips	Ea	1		
37	SLAF6521005004	Urine strips (albumin sugar)	Ea	1		
38	SLAF6521005013	Urine Strip (4 Para)	Ea	1		
39	SLAF6521005019	Urine Strips for Drugs Screening Panel	Ea	1		
40	SLAF6521001058	Dengue antigen test kit	Ea	1		
41	SLAF6521005008	Dengue Antibody test Strips Igm x IgG	Ea	1		
42	SLAF6521005010	Troponin I test strips	Ea	1		
43	SLAF6521003085	Hemolynac-3N-(MEK680)(500ml X3) Pack	Ea	1		

44	SLAF6521003084	Detergent Clenac 3- 5Ltr- Pack	Ea	1		
45	SLAF6521003082	Diluent Isotonac 3- 18Ltr Pack	Ea	1		
46	SLAF6521003028	Hemolynac 5N (500ml X 3) pack	Ea	1		
47	SLAF6521003083	Detergent Cleanac 5Ltr- Pack	Ea	1		
48	SLAF6521001027	VDRL Test strips	Ea	1		
49	SLAF6521001120	C- Reactive Protein Test Kit (CRP) 100 Tests	Ea	1		
50	SLAF6521005014	H1N1 Influenza Antigen Strip	Ea	1		
51	SLAF6521005020	Urine Strips (11 Para)	Ea	1		
52	SLAF6521007187	EDTA Vacutainer Blood collecting glass tube with purple cap with rubber lid K2	Ea	1		
53	SLAF6521007099	3.8 % Citrated tube for adults(for ESR) vacutainer black cap(Sample size 2- 2.5 ml)	Ea	1		
54	SLAF6521007100	3.2% Citrated tube for adults plastic, non vacutainer ,blue cap (Sample size 2- 2.5 ml)	Ea	1		
55	SLAF6521007215	Blood collecting tube for Glucose, gray or orange lid glass 12x75mm(sample size2- 2.5 ml)	Ea	1		
56	SLAF6521008081	Plain vaccum tube glass autoclavable, red stopper ,12 x 75mm (sample size 2- 2.5ml)	Ea	1		
57	SLAF6521001016	Rheumatoid factor (RF) T kit	Ea	1		
58	SLAF6517001014	Alcohol Swab	Ea	1		
59	SLAF6521007018	Sterile culture bottle for urine collection	Ea	1		
60	SLAF6521007060	Sterile Adheshive Plaster (Disposable)	Ea	1		
61	SLAF6521005005	Blood sugar strips	Ea	1		

62	SLAF6521005006	HCG test strips	Ea	1		
63	SLAF6521001143	CG8+ (95µL) CARTRIDGE FOR i-STAT ANALYSER	Ea	1		
64	SLAF6521001144	CHEM8+ (95µL) CARTRIDGE FOR i-STAT ANALYSER	Ea	1		
65	SLAF6521001141	PRP Separation Kit (03 tubes per pack)	Pack	1		
66	SLAF6521010002	Albumin (ALB) R 4×40 mL (Mindray 240)	Ea	1		
67	SLAF6521010001	Aspartate Aminotransferase (AST) R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		
68	SLAF6521010006	Alanine Aminotransferase (ALT)R1 4×35 mL + R2 2×18 mL (Mindray 240)	Fleet	1		
69	SLAF6521010003	Calcium (Ca)R 4×40 mL (Mindray 240)	Ea	1		
70	SLAF6521010004	Creatine Kinase (CK)R1 2×35 mL + R2 1×18 mL (Mindray 240)	Ea	1		
71	SLAF6521010027	Creatinine (CREA-S)R1 2×27 mL + R2 1×18 mL (Mindray 240)	Ea	1		
72	SLAF6521010022	C-Reactive Protein (CRP)R1 1×40 mL + R2 1×10 mL(Mindray 240)	Ea	1		
73	SLAF6521010005	Bilirubin Direct (Bil- D(VOX))R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		
74	SLAF6521010033	HDL-Cholesterol (HDL- C)R1 1×40 mL + R2 1×14 mL (Mindray 240)	Ea	1		
75	SLAF6521010023	Phosphorus (P)R 4×40 mL (Mindray 240)	Ea	1		
76	SLAF6521010024	Bilirubin Total (Bil- T(VOX))R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		
77	SLAF6521010034	Total Protein (TP)R 4×40 mL (Mindray 240)	Ea	1		
78	SLAF6521010026	Alkaline phosphatase (ALP)R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		

79	SLAF6521010028	a-Amylase (a-AMY)R1 1×38 mL + R2 1×10 mL (Mindray 240)	Ea	1		
80	SLAF6521010039	Creatine Kinase-MB (CK-MB)R1 2×35 mL + R2 1×18 mL (Mindray 240)	Ea	1		
81	SLAF6521010044	Fructosamine ** (C and Q)(FUN**)R1 2×30 mL+R2 1×15 mL + Calibrator 1×1.5 mL+Control 1×1 mL (Mindray 240)	Ea	1		
82	SLAF6521010042	Gamma– Glutamyltransferase (GGT)R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		
83	SLAF6521010048	Glucose (Glu-G)R1 4×40 mL + R2 2×20 mL (Mindray 240)	Ea	1		
84	SLAF6521010054	Haemoglobin A1c (HbA1c)R1:1×40 mL + R2:1×15 mL + Pretreatment Solution: 1×200 mL(Mindray 240)	Ea	1		
85	SLAF6521010059	Lactate Dehydrogenase (LDH)R1 4×35 mL + R2 2×18 mL (Mindray 240)	Ea	1		
86	SLAF6521010045	LDL-Cholesterol (LDL- C)R1 1×40 mL + R2 1×14 mL (Mindray 240)	Ea	1		
87	SLAF6521010057	Microalbumin(MALB)R1: 2×18 mL+ R2: 2×5 mL (Mindray 240)	Ea	1		
88	SLAF6521010061	Magnesium (Mg) R 4×40 mL (Mindray 240)	Ea	1		
89	SLAF6521010019	Rheumatoid Factor II(RFII)R1 1×40 mL + R2 1×11 mL (Mindray 240)	Ea	1		
90	SLAF6521010015	Total Cholesterol (TC) R 4×40 mL (Mindray 240)	Ea	1		
91	SLAF6521010014	Triglycerides (TG) R 4×40 mL (Mindray 240)	Ea	1		
92	SLAF6521010012	Total Protein in Urine/CSF(TPUC)(TPUC) R:3×18mL	Ea	1		

	1		I		ı	I
93	SLAF6521010010	Uric Acid (UA)R1 4×40 mL + R2 2×20 mL(Mindray 240)	Ea	1		
94	SLAF6521010021	Urea (UREA)R1 4×35 mL + R2 2×18 mL(Mindray 240)	Ea	1		
95	SLAF6521010090	CD80 Detergent (2 liter*6bottles/box)(Mindray 240)	Ea	1		
96	SLAF6521010087	TPUC Control L:1×1 ml H:1×1 ml(Mindray 240)	Ea	1		
97	SLAF6521010065	HbA1c Calibrator 2×1 mL(Mindray 240)	Ea	1		
98	SLAF6521010098	HbA1c Control N 4×1mL(Mindray 240)	Ea	1		
99	SLAF6521010109	HbA1c Control P 4×1mL(Mindray 240)	Ea	1		
100	SLAF6521010062	MALB control 1×1 level×1 mL(Mindray 240)	Ea	1		
101	SLAF6521010067	MALB calibrator 1×5 levels×1 mL(Mindray 240)	Ea	1		

^{*} The price schedule shall be authenticated by the BIDDER.

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 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.

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 / I	NO					
VALIDITY OF BID till 31.12.2025	YES / N	NO					
VALIDITY OF BID BOND till 31.07.2025	YES / N	NO					
BID BOND NO							
DELIVERY PERIOD (within 14 Days)							
DISCOUNT OFFERED	YES / NO						
Contact details of the BIDDER							
Name:							
Address	••••••						
	Tel:/						
Fax:	E-mail						
Date	Signature o	of BIDDER					

Page **31** of **90**

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]						
[insert (by issuing agency) date]						
BID GUARANTEE No.:[insert (by issuing agency) number]						
We have been informed that [insert (by issuing agency) name of the BIDDER; if a joint						
venture, list complete legal names of partners] (hereinafter called "the BIDDER") has submitted to						
you its bid dated [insert (by issuing agency) date] (hereinafter called "the Bid") for the						
supply of [insert name of Supplier] under Invitation for Bids No [insert IFB number] (—the						
IFB∥).						
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid						
Guarantee.						
At the request of the BIDDER, we [insert name of issuing agency] hereby irrevocably						
undertake to pay you any sum or sums not exceeding in total an amount of [insert amount						
in figures][insert amount in words]) upon receipt by us of your first demand in writing						
accompanied by a written statement stating that the BIDDER is in breach of its obligation(s) under						
the bid conditions, because the BIDDER:						
(a) has withdrawn its Bid during the period of bid validity specified; or						
(b) does not accept the correction of errors in accordance with the Instructions to BIDDER s (hereinafter —the ITBI); or						
(c) having been notified of the acceptance of its Bid by the <i>PURCHASER</i> 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°:[insert number]							
*Invitation for Bid No.: insert number]							
To:[insert the name of the PURCHASER]							

- 1. We understand that, according to instructions to BIDDER s (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 BIDDER s 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]

We, the undersigned, declare that:

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 ptirpose 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

1. Delivery Schedule

Line	Description of Goods	Quantity	unit	Final (Project	Delivery Date'					
Item N°	-			Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]			
						I.				
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert unit for the quantity]	[insert place of Delivery]	[insert the number of daysfollowing the date of effectiveness the Contract/	[insert the number of daysfollowing the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]			
SPARE	SPARE PARTS'									

^{1.} applicable only if delivery is considered kw evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required 2

^{2.} Refer ITB 17.3 and list accordingly

2. SPECIFICATIONS

ANNUAL CONTRACT TO PURCHASE LABORATORY ITEMS FOR 2025

- 1. Shelf life of the products considers as per specification list at the time of quality check at the Received & Dispatch (R&D) section of SLAF Base Katunayake.
- 2. Preference will be given for bidders who providing CDDA/NMRA registration certificate along with quotations.
- 3. Laboratory items to be supplied for the approved rate for a period of one year from the date of signing the contract and credit facility shall be provided to SLAF.
- 4. Specific brand and country of origin shall be mentioned in all quoted products and the bidder shall agree to provide the quoted brand throughout the contract period.
- 5. In any failure to supply the items which is beyond control of the supplier (Due to production failure or discontinuation of the respective brand by the manufacture etc.) it should be informed in writing to Procurement Division without any delay. Alternative brands may be accepted after considering the therapeutic quality, reputation of the brand and market price of the respective item. SLAF will not pay any extra amounts than the initially approved rates. If the market rate of the alternative offer is less than the approved rate the bills to be raised according to the market rate. (Any alternative offer will be accepted only after approval by the Procurement Committee).
- 6. In any case of failure to supply, the information letters provided by the supplier stating the inability will not be considered as an excuse for releasing the bidding/performance bonds where applicable.
- 7. Preference will be given for previous good rapport/dealerships with any Institute.
- 8. Brochure of the item to be submitted along with quotations for all items

Name of the item		Required specifications		Bidders respond	
S No	nem			Comply	Not comply
01	Glucose	Method	GOD PAP End Point		
	Oxidize test kits	Reagent	R1 1*500ml		
		Volume	R2 1*7.5ml		
			R3 1*5ml		
		Type of Reagents	Reconstitute reagents to quantitative determination of Glucose level of Human serum/Plasma		
		Linearity	10mg/dl-500mg/dl		
		Detection Limit	10mg/dl		
		Sensitivity	For 100mg/dl approximately 0.420 Abs at 500nm		
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A,BS 120,BS 200)		
		Standard	CE standard		
		Stability of Reagents/Shelf life	The shelf life not less than 12 month from the date of acceptant		
02	Cholesterol test	Method	CHOD PAP End Point		
	(2x 100ml)	Reagent Volume	R1 2*100ml		
	(2x 100111)	Volume	R2 2*100ml		
			R3 1*5ml		
		Type of Reagents	Ready to use reagents to quantitative determination of total Cholesterol level of Human serum/Plasma		
		Detection Limit	1mg/dl		
		Linearity	1mg/dl-500mg/dl		

		Standard	CE standard	
		Sensitivity	For 100 mg/dl abs 0.235±0.035	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS 200)	
		Stability of reagents/ Self life	The shelf life not less than 12 month from the date of acceptant	
03	HDL Cholesterol test kit	Method	Precipitant method (PTA) to compatible with CHOD PAP method(Cholesterol test kits)	
		Reagent Volume	R1 1*30ml R2 1*5ml	
		Type of Reagents	Ready to use reagents to quantitative determination of HDL Cholesterol level of Human serum/Plasma	
		Detection Limit	2mg/dl	
		Linearity	2mg/dl-200mg/dl	
		Standard	CE standard	
		Sensitivity	For 100mg/dl 0.579 Abs	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A, BS 120, BS 200)	
		Stability of reagents Shelf life	The shelf life not less than 12 month from the date of acceptant	
04	HDL- Cholesterol	Method	Direct Method	
	Direct Test Kit	Reagent Volume	R1 1*60 ml R2 1*20 ml	

		(200-250 Tests)	With calibrator 2ml	
			Standard 5ml	
		Type of Reagents	Ready to use reagents to direct quantitative determination of HDL Cholesterol level of Human serum/Plasma	
		Detection Limit	2.5 mg/dl	
		Linearity	2.5 mg/dl-200 mg/dl	
		Standard	CE standard	
		Sensitivity	For 100mg/dl 0.120 Abs	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	
		Stability of reagents	The shelf life not less than 12 month from the date of acceptant	
		Shelf life		
05	Triglycerides test kits (2 x 50ml)	Method	GPO End Point	
		Reagent Volume	R1 2*50 ml R2 2*50 ml R3 1* 5ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of Triglycerides level of Human serum/Plasma	
		Detection Limit	10mg/dl	
		Linearity	10mg/dl-700mg/dl	
		Standard	CE standard	
<u> </u>	1	I	1	

		Sensitivity	For 100mg/dl approximately 0.125 Abs at 500nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS 200)	
		Stability of reagents/ Shelf life	The shelf life not less than 12 month from the date of acceptant	
06	Total & Direct Bilirubin (2x200ml) test kit	Method Reagent Volume	Sulfunalic acid method R1 1*200 ml Total bilirubin R2 1*200 ml Direct Bilirubin	
		Type of Reagents	R3 1*40 ml Nitrate solution Ready to use reagents to quantitative determination of Total and Direct	
			Bilirubin level of Human serum/Plasma	
		Detection Limit	Total Bilirubin 0.13 mg/dl Direct Bilirubin 0.18 mg/dl	
		Linearity	20 mg/	
		Standard	CE standard	
		Sensitivity	For 1 mg/dl 88m Abs at 550nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	

		Stability of	The shelf life not less than 12 month	
		reagents/ Shelf	from the date of acceptant	
		life		
07	AST (SGOT) 20 x 10ml	Method	IFCC Method	
	20 X 10IIII	Reagent Volume	R1 20*10 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of AST level of Human serum/Plasma	
		Detection Limit	3IU/L	
		Linearity	350 IU/L	
		Standard	CE standard	
		Sensitivity	17 IU/approximately 0.010 Abs at 340nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A, BS 120, BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
08	ALT (SGPT)	Method	IFCC Method	
	Test Kit 20 x 10ml	Reagent Volume	R1 20*10 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of ALT level of Human serum/Plasma	
		Detection Limit	7IU/L	
		Linearity	350 IU/L	
		Standard	CE standard	
		Sensitivity	17 IU/L approximately 0.010 at 340nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF	

			without interfere the warranty.	
			(MINDRAY BA 88A ,BS 120 ,BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
09	Serum	Method	Kinetic	
	creatinine test	Reagent	R1 1*125 ml	
	Kit	Volume	R2 1*125 ml	
			R3 1*10 ml	
		Type of Reagents	Ready to use reagents to quantitative determination of Creatinine level of Human serum/Plasma	
		Detection Limit	18 umol/L	
		Linearity	1327 umol/L	
		Standard	CE standard	
		Sensitivity	For 1mg/dl approximately 18mAbs /min	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS	
			200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
10	Blood urea test	Method	UV Kinetic Method	
	kits	Reagent	R1 7*30 ml	
		Volume	R2 7*30 ml	
			R3 1*10 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of Blood Urea level of Human serum/Plasma	
		Detection Limit	7 mg/dl	
		Linearity	Up to 300 mg/dl	

		Standard	CE standard	
		Sensitivity	100 mg/dl abs 0.062 to 0.125 abs at 340nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
11	Uric acid test	Method	Uricase method	
	kit	Reagent Volume	R1 6*30 ml R2 6*30 ml R3 1*5 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of Uric acid level of Human serum/Plasma	
		Detection Limit	0.3 mg/dl	
		Linearity	20 mg/dl	
		Standard	CE standard	
		Sensitivity	For 10mg/dl approximately 0.370 Abs at 520nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
12	Alkaline Phospitase test	Method	DEA method	
	kit	Reagent Volume	R1 8*30 ml R2 8*30 ml	
		Type of	Reconstitute reagents to quantitative determination of Alkaline	

		Reagents	phosphatase level of Human		
			serum/Plasma		
		Detection Limit	30IU/L		
		Linearity	Up to IU/L		
		Standard	CE standard		
		Sensitivity	For 10 IU/L approximately 0.002 at 405nm		
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.		
			(MINDRAY BA 88A BS 120 BS 200)		
		Shelf life	The shelf life not less than 12 month from the date of acceptant		
13	Gamma GT test	Method	Carboxy GPNA method		
	kit	Reagent	R1 1*105 ml		
		Volume	R2 10*10 ml		
		Type of Reagents	Reconstitute reagents to quantitative determination of Gamma GT level of Human serum/Plasma		
		Detection Limit	4UI/L		
		Linearity	Up to 320 UI/L		
		Standard	CE standard		
		Sensitivity	For 21 UI/L approximately 0.010 Abs		
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.		
			(MINDRAY BA 88A, BS 120 ,BS 200)		
		Shelf life	The shelf life not less than 12 month from the date of acceptant		
14	CPK TEST KIT	Method	IFCC single vial method		
		Reagent	R1 20*3 ml		
L			1	1	

		Volume	R2 1*60 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of CPK level of Human serum/Plasma	
		Detection Limit	3.8UI/L	
		Linearity	12 UI/L-807.7 UI/L	
		Standard	CE standard	
		Sensitivity	As per leaflet of the kit	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A ,BS 120, BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
15	CKMB test kit	Method	Immune Inhibition method	
		Reagent Volume	R1 10* 3 ml R2 1*30 ml	
		Type of Reagents	Reconstitute reagents to quantitative determination of CKMB level of Human serum/Plasma	
		Detection Limit	3 IU/L	
		Linearity	11 IU/L -800 IU/L	
		Standard	CE standard	
		Sensitivity	As per leaflet of the kit	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
16	Serum Amylase	Method	IFCC single vial method	

	Test Kit	Reagent	R1 20*3 ml	
		Volume	R2 1*60 ml	
		Type of	Reconstitute reagents to quantitative	
		Reagents	determination of CPK level of Human serum/Plasma	
		Detection Limit	3.8UI/L	
		Linearity	12 UI/L-807.7 UI/L	
		Standard	CE standard	
		Sensitivity	For 01 IU/L 0.315 Abs at 405nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF	
			without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
		Method	Immune Inhibition method	
17	Serum Albumin	Method	BCG Method	
	test kit	Reagent	R1 2*200 ml	
		Volume	R2 1*5 ml	
		Type of	Ready to use reagents to quantitative	
		Reagents	determination of Serum Albumin level of Human serum/Plasma	
		Detection Limit	0.3 g/dl	
		Linearity	Up to 10 g/dl	
		Standard	CE standard	
		Sensitivity	For 0.1g/dl 0.006 abs at 600nm	
		Other	Shall be compatible to available	
		requirements	Biochemistry Analyzers at SLAF without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	
	1			

		Shelf life	The shelf life not less than 12 month	
			from the date of acceptant	
18	Total protein	Method	Biuret Method	
	test kit	Reagent Volume	R1 1*500 ml	
		Volume	R2 1*500 ml	
			R3 1*5ml	
		Type of	Ready to use reagents to quantitative	
		Reagents	determination of Serum Albumin	
			level of Human serum/Plasma	
		Detection Limit	0.21 g/dl	
		Linearity	Up to 10 g/dl	
		Standard	CE standard	
		Sensitivity	1 g/dl approximately 0.028 at 550nm	
		Other	Shall be compatible to available	
		requirements	Biochemistry Analyzers at SLAF	
			without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month	
			from the date of acceptant	
19	Multicalibrator	Reagent	R1 10*5ml	
	test kit	Volume	R2 1*60ml (Buffer solution)	
		Required test	Enzymes –	
			ALT,AST,Amylase,GGT,ALKP,LDH	
			Proteins- Total Protein, Albumin	
			Lipid-Cholesterol, Triglycerides	
			Substrate-	
			Bilirubin,Creatinine,Glucose,Urea,Uri c Acid	
		Type of	Reconstitute reagents to quantitative	
		Reagents	calibration of above tests for available Analyzers at SLAF.	
			(MINDRAY B-88A, BS 120BS 200)	

		Standard	CE standard	
		Preference	BIOLABO	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY B-88A, BS 120BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
20	Control Normal	Reagent Volume	R1 10*5ml R2 1*60ml (Buffer solution)	
		Required test	Enzymes – ALT,AST,Amylase,GGT,ALKP,LDH Proteins- Total Protein,Albumin Lipid-Cholesterol,Triglycerides Substrate- Bilirubin,Creatinine,Glucose,Urea,Uri	
		Type of Reagents	c Acid Reconstitute reagents to quantitative detection of normal level of above tests for available Analyzers at SLAF. (MINDRAY B-88A, BS 120BS 200)	
		Standard	CE standard	
		Preference	BIOLABO	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY B-88A, BS 120BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
21	Control Pathological	Reagent Volume	R1 10*5ml R2 1*60ml (Buffer solution)	
		Required test	Enzymes – ALT,AST,Amylase,GGT,ALKP,LDH	

			Proteins- Total Protein, Albumin	
			Lipid-Cholesterol, Triglycerides	
			Substrate- Bilirubin,Creatinine,Glucose,Urea,Uri c Acid	
		Type of Reagents	Reconstitute reagents to quantitative detection of pathological level of above tests for available Analyzers at SLAF.	
			(MINDRAY B-88A, BS 120,BS 200)	
		Standard	CE standard	
		Preference	BIOLABO	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty. (MINDRAY B-88A, BS 120BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
22	Haemoglobin	Method	Cyanomethhemoglobin method	
	test kits (400 test)	Reagent Volume	R I 2*200 ml	
		Type of	Ready to use reagents to quantitative	
		Reagents	determination of blood hemoglobin	
		Detection Limit	0.3 g/dl	
		Linearity	Up to 25 g/dl	
		Standard	CE standard	
		Sensitivity	For 10g/dl approximately 0.272 at 546 nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.	
			(MINDRAY BA 88A ,BS 120, BS 200)	

		Shelf life	The shelf life not less than 12 month	
			from the date of acceptant	
23	LDH test KIt	Method	SFBC Modified method	
		Reagent	R1 1*60 ml	
		Volume	R2 20*3 ml	
		Type of	Reconstitute reagents to quantitative	
		Reagents	determination of LDH level of Human serum/Plasma	
		Detection Limit	20 IU/L	
		Linearity	Up to 1500 IU/L	
		Standard	CE standard	
		Sensitivity	For 810 IU/L approximately 0.100 Abs at 340nm	
		Other requirements	Shall be compatible to available Biochemistry Analyzers at SLAF without interfere the warranty.	
			(MINDRAY BA 88A BS 120 BS 200)	
		Shelf life	The shelf life not less than 12 month from the date of acceptant	
24	TSH strip (60) pack	_	ble to Automated Clinical chemistry e at SLAF Hospital Colombo	
		Name and Brand (Biomerieux)	of Analyzer MINIVIDAS	
25	FREE T3 STRIP (60) PACK		ps The shelf life not less than 06 month acceptant	
		Individual strips	-	
26	FREE T4 STRIP (60) PACK			
27	Prostate	_	patible to Minividas (Biomerieux)	
	Specific	Clinical Chemistr	y Analyzer available at SLAF	

	Antigen test kit	Hospitals Colombo/Rathmalana	
		b. Shelf life for strips The shelf life not less than 06 month from the date of acceptant	
28	Vitamin D Level test kit	a. Shall be compatible to Minividas (Biomerieux) Clinical Chemistry Analyzer available at SLAF Hospitals Colombo/Rathmalana/Katunayake b. Shelf life for strips The shelf life not less than 06 month from the date of acceptant	
29	MINIVIDAS High Sensitive Troponin I Kit (60 strips pack)	 a. Shall be compatible to Minividas (Biomerieux) Clinical Chemistry Analyzer available at SLAF Hospitals Colombo b. Shelf life for strips The shelf life not less than 06 month from the date of acceptant 	
30	MINICAP Conical Tubes with Lids (3 ml)	a. Shall be compatible to Automated HbA1C Analyzer available at SLAF Hospital Colombo Brand SEIBA	
31	MINICAP HbA1C Kit	Model MINICAP Shelf life for strips The shelf life not less than 06 month	
32	MINICAP HbA1C Control Pack	from the date of acceptant	
33	MINICAP HbA1C Calibrator kit		
34	MINICAP Capiclean 25ml kit		
35	MINICAP Clean Protect 5ml Kit		
36	HIV 1 and 2 Antibody test Strips	Shall be able to detect HIV 1 & 2 Antibodies qualitatively by using human serum ,Plasma and whole blood	
		Individual cassette type device	
		Shall be provided Buffer solutions if required	

		Sensitivit	y > 98 %			
		Accuracy	> 98%			
		Shelf life	18 months			
37	Urine strips (albumin sugar)	Shall be a qualitative	ble to detect urine Glu	cose and Albun	nin	
		Pack size	Ea 100 strips			
		Shelf life	18 months			
38	Urine Strip (4 Para)		ble to detect Urine Glund Ph value qualitative		, Specific	
		Pack size	Ea 100 strips			
		Shelf life	18 months			
39	Urine Strips for	Shall be ca	pable to detect following	g Drugs		
	Drugs Screening Panel		Description	Required sensitivity		
			Amphetamine	500ng/ml		
			-Barbiurates	300ng/ml		
			-Benzodiazephine	300ng/ml		
			-Cocain	300ng/ml		
			-MDMA Extasy	500ng/ml		
			-Methamphetamine	500ng/ml		
			-Morphine	300 ng/ml		
			-Methadone	300 ng/ml		
			-Tricyclic Antidepresants	1000ng ml		
			-Canabies	50ng/ml		
			-Tramadol	100ng/ml		
			- Opiates	300ng/ml		
		Shelf life Individual Sensitivity Accuracy,	hure (Compulsory) 18 Months cassette type > 90% Sensitivity, and cut off I the quotation very clear		submitted	

40	Dengue antigen	CE Standard	
	test kit	Shelf life 18 months	
		Specificity >95%	
		Sensitivity >95%	
41	Dengue	CE Standard	
	Antibody test	Shelf life 18 months	
	Strips Igm x	Specificity >95%	
	IgG	Sensitivity >95%	
42	Troponin I test	CE Standard	
	strips	Shelf life 18 months	
		Specificity >95%	
12	II 1 ON	Sensitivity >95%	
43	Hemolynac-3N-	Shall be compatible to five part and Three part	
	(MEK680)	Hematology Analyzers available at SLAF Hospitals	
	500ml Pack	Name of the Analyzer Automated Five part Analyzer	
44	Deteregent Clenac 3- 5Ltr-	Brand of the Analyzer NEHON KOHDEN	
	Pack	Model MEK 7100 and MEK 680	
45	Diluent	C of O Japan	
	Isotonac 3-	GL 16116 10	
	18Ltr Pack	Shelf life >12 months	
46	Hemolynac 5N		
	(500ml X 3)		
	pack		
47	Detergent		
	Cleanac 5Ltr-		
	Pack		
48	VDRL Test	Individual cassette type device	
	strips	Shall be provided Buffer solutions if required	
		Sensitivity > 98 %	
		Accuracy > 98%	
		Shelf life 18 months	
		CE standard	
49	C- Reactive	Shall be Latex Agglutination Method type.	
	Protein Test Kit (CRP) 100 Tests	Brochures of the quoted product shall be provided along with quotation.	
		Positive control, Negative control, Disposable	
		Agglutinations plate shall be include in the kit.	
		go warrang promise manage manageman	

		Shelf life shall be not less than one year	
50	H1N1 Influenza Antigen Strip	 Should be able to detect influenza Antigen type A, Type B, Type A(H1N1) and pandemic Antigen. strip should be able to clearly differentiate each strain separately and should also have a control band. Should check qualitatively and rapidly by ITC method. Should be highly specific (>95%) to detect pandemic Antigen without additional confirmation test. Should be able to store in room temperature. Fully illustrated brochure should be attached with quotation. Shelf life should be more than 12 months from 	
51	Urine Strip (11 Para)	the date of delivery. CE standard Shall be compatible to detect in human urine Ascorbic Acid, Glucose ,Bilirubin, Ketones ,Specific gravity, Blood , PhValue ,Protein, Urobilinogen, Nitrites, Leukocytes. Brochures of product shall be submitted along with quotation Shelf life >12month	
52	EDTA Vacutainer Blood collecting glass tube with purple cap with rubber lid K2	Shall be compatible to collect Blood sample for FBC testing Shelf life >12 Months Shall support sample volume of 2-2.5 ml Sample required along the quotation(Compulsory)	
53	3.8 % Citrated tube for adults(for ESR) vacutainer black cap(Sample size 2- 2.5 ml)	Shall be compatible to collect Blood sample for ESR testing Shelf life > 12 months Shall support sample volume of 2-2.5 ml Sample is required along with quotation. (Compulsory)	
54	3.2% Citrated tube for adults plastic, non vacutainer ,blue cap (Sample size 2- 2.5 ml)	To be compatible to perform PT, APTT, TT blood tests Shelf life > 12 Months Shall support sample volume of 2-2.5 ml Sample is required along with quotation. (Compulsory)	
55	Blood	To be compatible to perform Plasma Glucose test	

56	collecting tube for Glucose, gray or orange lid glass 12x75mm(samp le size2- 2.5 ml) Plain vaccum tube glass autoclavable, red stopper ,12 x 75mm	Shelf life > 12 month Shall support sample volume of 2-2.5 ml Sample required along the quotation(Compulsory) Shall be a disposable vacuum plastic tube Shelf life > 12 month Shall support sample volume of 2-2.5 ml Sample required along the quotation(Compulsory)	
	(sample size 2-2.5ml)		
57	Rheumatoid factor (RF) T kit	Latex Agglutination Method Brochures of the quoted product shall be provided along with quotation Positive control, Negative control, Disposable	
		Agglutinations plate shall be include in the kit.	
		100 Tests shall be preformed	
		Shelf life shall be not less than one year.	
58		As per item description	
	Alcohol Swab	Self life at least 18 months	
		Sample required along the quotation(Compulsory)	
59	Sterile culture	Shall be provide Leak proof lid and it should screw cap	
	bottle for urine	Sterility Self life more than 01 year	
	collection	Sample required along the quotation(Compulsory)	
60	Sterile Adheshive Plaster (Disposable)	Sterile Adheshive Plaster shall compatible to covering the site of Injection with a pad Squire shape	
		Size 27 mm x 30mm (approximately)	
		Shelf life 12 Months. Sample required along the quotation(Compulsory)	
61	Blood sugar	Shall be compatible to following glucometer	
	strips	Brand of Accu-Chek Performa	
		Model Accu-Chek Performa Test Strip 50s APAC	
		1. Shelf life shall be not less than one year from the	

		date of delivery	
		2. Shall be compatible with Glucose meters (Accu-Chek Performa Test Strip 50s APAC)	
- 62	Had		
62	HCG test strips	CE Standard	
		Shall be compatible to detect urine HCG qualitatively	
		Shelf life > 12 months	
63	CG8+ (95µL)	1. Shelf life shall be not less than Four month from the	
	CARTRIDGE FOR i-STAT	date of delivery.	
	ANALYSER	2. Shall be compatible with i-stat portable blood gas and electrolyte analyzer.	
64	CHEM8+ (95μL) CARTRIDGE	Shall Be compatible to Abbott Point of Care i-stat portable blood gas and electrolyte analyzer available	
	FOR i-STAT ANALYSER	at SLAF Hospital Colombo/ Katunayake.	
65	PRP Separation	1.Shall be compatible with centrifuge (Regenlab PRP	
	Kit (03 tubes	Centrifuge)	
	per pack)	2.PRP separation shall be done through a physical barrier (Preferably by a gel).	
		3. Sample capacity shall be 10ml -12 ml (Shall be	
		clearly stated in the bidding document)	
		4.Shall be with a single centrifugation cycle.	
		Platelet recovery rate shall be > 80% (Necessary documents to be provided).	
		5.PRP concentration factor shall be 1.5x or above.	
		6.Shelf life shall be not less than one year from the date	
		of delivery (preference will be given for extended period of shelf life).	
		7.Preference will be given for the bids incorporated	
		with a CDDA/NMRA certificate.	
		8.One pack shall contain 03 tubes.	
			·

		9.Shall Be compatible to Regenlab PRP Centrifuge available at SLAF Hospital Colombo/ Katunayake.	
66	Albumin (ALB) R 4×40 mL (Mindray 240)		
67	Aspartate Aminotransfera se (AST) R1 4×35 mL + R2 2×18 mL (Mindray 240)		
68	Alanine Aminotransfera se (ALT)R1 4×35 mL + R2 2×18 mL (Mindray 240)	01. Shall Be compatible with BS 240 Mindray analyzer,	
69	Calcium (Ca)R 4×40 mL (Mindray 240)	Can be directly loaded to the analyzer available at SLAF Hospital Colombo, Barcode reading facility for reagents.	
70	Creatine Kinase (CK)R1 2×35 mL + R2 1×18 mL (Mindray 240)	02. Shelf life shall be not less than one year from the date of delivery.	
71	Creatinine (CREA-S)R1 2×27 mL + R2 1×18 mL (Mindray 240)	03.Every reagent shall be OEM certified and authentic items which is solely manufactured for this particular analyzer Preference will be given for bidders who providing CDDA/NMRA certificate of registration certificate along with quotations.	
72	C-Reactive Protein (CRP)R1 1×40 mL + R2 1×10 mL(Mindray 240)		
73	Bilirubin Direct (Bil- D(VOX))R1 4×35 mL + R2 2×18 mL		

	(Mindray 240)
74	HDL-
	Cholesterol
	(HDL-C)R1 1×40 mL + R2
	$1\times40 \text{ mL} + \text{R2}$ $1\times14 \text{ mL}$
	(Mindray 240)
	(Williamy 240)
75	Phosphorus
	(P)R 4×40 mL
	(Mindray 240)
76	Bilirubin Total
	(Bil-
	T(VOX))R1
	$4\times35 \text{ mL} + \text{R2}$
	2×18 mL
	(Mindray 240)
77	Total Protein
	(TP)R 4×40 mL
	(Mindray 240)
78	Alkaline
70	phosphatase
	(ALP)R1 4×35
	$mL + R2.2 \times 18$
	mL (Mindray
	240)
79	a-Amylase (a-
19	AMY)R1 1×38
	$mL + R2.1 \times 10$
	mL (Mindray
	240)
80	Creatine
6 U	Kinase-MB
	(CK-MB)R1
	$2\times35 \text{ mL} + \text{R2}$
	1×18 mL
	(Mindray 240)
81	Fructosamine
01	** (C and
	Q)(FUN**)R1
	$2\times30 \text{ mL}+R2$
	1×15 mL +
	Calibrator

	1 1 7
	1×1.5
	mL+Control
	1×1 mL
	(Mindray 240)
82	Gamma–
02	Glutamyltransfe
	rase (GGT)R1
	$4\times35 \text{ mL} + \text{R2}$
	2×18 mL
	(Mindray 240)
83	Glucose (Glu-
	G)R1 4×40 mL
	+ R2 2×20 mL
	(Mindray 240)
84	Haemoglobin
04	A1c (HbA1c
)R1:1×40 mL +
	R2:1×15 mL +
	Pretreatment
	Solution: 1×200
	mL(Mindray 240)
	240)
85	Lactate
	Dehydrogenase
	(LDH)R1 4×35
	$mL + R2 \times 18$
	mL (Mindray
	240)
86	LDL-
00	Cholesterol
	(LDL-C)R1 1×40 mL + R2
	1×40 mL + R2 1×14 mL
	(Mindray 240)
87	Microalbumin(
	MALB)R1:
	2×18 mL+ R2:
	2×5 mL
	(Mindrey 240)
1	(Mindray 240)
00	
88	Magnesium
88	

	240)
89	Rheumatoid
	Factor
	II(RFII)R1
	1×40 mL + R2
	1×11 mL (Mindray 240)
	(willian 240)
90	Total
	Cholesterol
	(TC) R 4×40
	mL (Mindray
	240)
91	Triglycerides
	(TG) R 4×40
	mL (Mindray
	240)
92	Total Protein in
	Urine/CSF(TPU
	C)(TPUC)
	R:3×18mL
	Calibrator:1×1
	mL(Mindray
	240)
93	Uric Acid
75	$(UA)R1 4\times40$
	$mL + R2 \times 20$
	mL(Mindray
	240)
94	Urea
) 1	(UREA)R1
	$4\times35 \text{ mL} + \text{R2}$
	2×18
	mL(Mindray
	240)
95	CD80 Datargant
73	CD80 Detergent (2 liter*6
	bottles/box)(Mi
	ndray 240)
96	TPUC Control
	L:1×1 ml H:1×1
	ml(Mindray

	240)
97	HbA1c
' '	Calibrator 2×1
	mL(Mindray
	240)
	210)
98	HbA1c Control
	N
	4×1mL(Mindra
	y 240)
00	III A 1 C · · ·
99	HbA1c Control
	P
	4×1mL(Mindra
	y 240)
100	MALB control
	1×1 level×1
	mL(Mindray
	240)
101	MALB
	calibrator 1×5
	levels×1
	mL(Mindray
	240)

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3.	Inci	pections	and	Pete
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As per the Contract agreement and specifications.

Section VI. Conditions of Contract

Table of Clauses

1. Definitions	36
2. Contract Documents	37
3. Fraud and Corruption	37
4. Interpretation	37
5. Language	38
6. Joint Venture, Consortium or Association	38
7. Eligibility	38
8. Notices	38
9. Governing Law	38
10. Settlement of Disputes	38
11. Scope of Supply	39
12. Delivery and Documents	39
13. Supplier's Responsibilities	39
14. Contract Price	39
15. Terms of Payment	39
16. Taxes and Duties	39
17. Performance Security	39
18. Copyright	40
19. Confidential Information	40
20. Subcontracting	40
21. Specifications and Standards	41
22. Packing and Documents	41
23. Insurance	41
24. Transportation	41
25. Inspections and Tests	41
26. Liquidated Damages	43
27. Warranty	43
28. Patent Indemnity	43
29. Limitation of Liability	45
30. Change in Laws and Regulations	45
31. Force Majeure	45
32. Change Orders and Contract Amendments	46
33. Extensions of Time	46
34. Termination	47
35. Assignment	49

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 ContractAgreement 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 orindirectly, persons or their property to influence their participation in the procurement process or affect the execution of a correct.

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 (whetherwritten or oral) of the parties with respect thereto madeprior 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 prohibitedor 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 thePurchaser, 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 translationshall govern.
- 5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of suchtranslation, 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 alteredwithout 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 LankaStandards 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

- 10.1The 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. Not withstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they other wise 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.PerformanceSecurity

17.1If 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 present (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 SubClause 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 there of. 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.
- 27.6If 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
 - (ii) 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]

CC 1.1 (i)	The Purchaser is: Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka			
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is Supply and Maintenance Depot at SLAF Base Katunayake.			
CC 8.1	For <u>notices</u> , the Purchaser's address shall be:			
	Attention: Chief Procurement Officer Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte			
	Telephone: 0112347694 Facsimile number: 0112441553			
	Electronic mail address: <u>cpo@slaf.gov.lk</u>			
CC 12.1	Details of shipping and other documents to be furnished by the supplier if required.			
CC 15.1	CC 15.1 – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:			
	A: For Goods offered within Sri Lanka			
	Payment shall be made in Sri Lanka Rupees within thirty (30) days of			
	presentation of claim supported by a certificate from the Purchaser			
	declaring that the Goods have been delivered and that all other contracted Services have been performed.			
	(i) On Acceptance : The remaining 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.			
CC 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.			
CC 17.1	A Performance Security shall be required.			
CC 25.1	The inspections and tests shall be required.			

CC 25.2	The Inspections and tests shall be conducted at SLAF Base Katunayake.				
CC 26.1	(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 effect the payment to "SELLER" upon the acceptance of Good Damages on entitled by the "BUYER" shall be forfeited inconside 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

- 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
SUPPLY OF RATE RUNNING CONTRACT BASIS TO THE SRI LANKA AIR FORCE FOR THE YEAR 2025
TENDER: CONTRACT NO:-SLAF/PD/PUB//2025

CONTRACT AGREEMENT FOR SUPPLY OFON
ANNUAL CONTRACT BASIS TO THE SRI LANKA AIR FORCE FOR THE YEAR 2025
(SLAF/PD/PUB/...../2025)

and

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

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved by its letter AHQ/23/PUB/............ dated December 2023 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

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.

AHQ/25/PUB/..../.....

- 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 Contractor's Bill) in one copy subjected to 45 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.
- 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.

AHQ/25/PUB/..../.....

- 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 recognize 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 authorized 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 st January 2022.
- 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.

- (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"
- 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 Colombo on the of December Two Thousand Twenty Two (2022) for the SUPPLY OF SCHEDULE OF GOODS

•••••				
FOR AND ON BEHALF OF THE	(HAD DIAS)			
PARTY OF THE FIRST PART	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	Signature			
Name	Name			
Address	Address			
Date	Date			
Witness 2	Witness 2			
Signature	Signature			
Name	Name			
Address	Address			
Date	Date			
Performance Bond No	:			
Bank of issuing	:			
Date of issue	:			
Date of Expire	:			
Performance Bond Amount Rs.	:			

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

Delivery Period 14 Days

Delivery destination shall be **Sri Lanka Air Force Base Katunayake**.

PROCUREMENT GUIDELINE REFERENCE: 5.4.8 (cont)

ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

[Issuing Agency's Name, and Address of Issuing Branch or Office]
Beneficiary: [Name and Address of Employer]
Date:
PERFORMANCE GUARANTEE No.:
We have been informed that [name of Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No [reference number of the contract]
dated with you, for the [insert "construction"/ "Supply"] of [name of contract and brief description of Works] (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
At the request of the Contractor, we [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.
This guarantee shall expire, no later than the day of, 20 [insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.
[signature(s)]

INVITATION FOR BIDS



PROCUREMENT OF GOODS AND SERVICES FOR THE SRI LANKA AIR FORCE

 The Chairman, Department Procurement Committee (DPC) of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders to purchase under mentioned Goods & Services for the Sri Lanka Air Force. Details of the Procurement as follows:

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/MIS/1010	Annual rate Approval for the Purchase of Dog Food - Year 2025	18 November at 0930 hrs	31 July 2025 Rs. 150,000.00	25 November 2024	12,500.00	26 November 2024 at 1030 hrs
02	AHQ/24/PUB/MIS/1011	Annual rate Approval for the Purchase of Horse Food - Year 2025	18 November 2024 at 1000 hrs	31 July 2025 Rs. 150,000.00	25 November 2024	3,500.00	26 November 2024 at 1030 hrs
03	AHQ/24/PUB/MIS/1007	Annual Contract to obtain Janiforial Services for SLAF Hospital Diyatalawa for year 2025	18 November 2024 at 1030 hrs	31 July 2025 Rs. 150,000.00	25 November 2024	2,000.00	26 November 2024 at 1030 hrs
04	AHQ/24/PUB/B&CE/1012	Annual Contract for the Supply of General Hardware Items (Chemical and Water Proofing) to the Sri Lanka Air Force for Year 2025	18 November 2024 at 1100 hrs	31 July 2025 Rs. 100,000.00	25 November 2024	2,000.00	26 November 2024 at 1030 hrs
05	AHQ/24/PUB/MBE/1002	Annual Contract for the Supply of Lightning Arrestor Hems to the Sri Lanka Air Force for Year -2025	18 November 2024 at 1130 hrs	31 July 2025 Rs. 100,000.00	25 November 2024	2,000.00	26 November 2024 at 1030 hrs
06	AHQ/24/PUB/D/1001	Rate Approval of Cleaning Materials for Year 2025	19 November 2024 at 0900 hrs	31 July 2025 Rs. 150,000.00	26 November 2024	12,500.00	27 November 2024 at 1030 hrs
07	AHQ/24/PUB/D/1002	Rate Approval of Floor Polish & Floor Wax for Year 2025	19 November 2024 at 0930 hrs	31 July 2025 Rs. 150,000.00	26 November 2024	12,500.00	27 November 2024 at 1030 hrs
08	AHQ/24/PUB/D/1003	Annual Contract to Rate Approval of Purchase of Oil and Lubricants for Year 2025	19 November 2024 at 1000 hrs	31 July 2025 Rs. 150,000.00	26 November 2024	12,500.00	27 November 2024 at 1030 hrs
09	AHQ/24/PUB/M&E/1007	Annual Contract for the Supply of Lamp Fittings to the SLAF for Year 2025	20 November 2024 at 0900 hrs	31 July 2025 Rs. 100,000.00	27 November 2024	2,000.00	28 November 2024 at 1030 hrs
10	AHQ/24/PUB/E/1020	Annual contract (Rate Approval) for Vehicle Batteries to SLAF - Year 2025	20 November 2024 at 0030 hrs	31 July 2025 Rs. 100,000.00	27 November 2024	2,000.00	28 November 2024 at 1030 hrs
11	AHQ/24/PUB/ST/1003	Purchase of Stationery Items to be Used for the Sri Lanka Air Force on Annual Contact basis for the Year 2025	20 November 2024 at 1000 hrs	31 July 2025 Rs. 150,000.00	27 November 2024	3,500.00	28 November 2024 at 1030 hrs
12	AHQ/24/PUB/MT/1004	Engine Overhaul of SLAF MT Vehicles through Annual Contract basis for the Year 2025	21 November 2024 at 0900 hrs	31 July 2025 Rs. 150,000.00	28 November 2024	3,500.00	29 November 2024 at 1030 hrs
13	AHQ/24/PUB/MED/1007	Annual Contract to Purchase Surgical Items required for Orthopedic Surgeries for Year -2025	21 November 2024 at 0030 hrs	31 July 2025 Rs. 150,000.00	28 November 2024	2,000.00	29 November 2024 at 1030 hrs
14	AHQ/24/PUB/MED/1002	Annual Contract to Perform CT & Coronary Angiogram for SLAF Hospitals and Medical Centres for the Year 2025	21 November 2024 at 1000 hrs	31 July 2025 Rs. 100,000.00	28 November 2024	2,000.00	29 November 2024 at 1030 hrs
15	AHQ/24/PUB/MED/1005	Annual Contract to obtain Medical Items for SLAF Hospitals and Medical Centres for the Year 2025	22 November 2024 at 0900 hrs	31 July 2025 Rs. 150,000.00	02 December 2024	6,000.00	03 December 2024 at 1030 hrs
16	AHQ/24/PUB/MED/1004	Annual Contract to Purchase Laboratory Rems through Annual Contract for SLAF Hospitals and Medical Centres for the Year 2025	22 November 2024 at 0030 hrs	31 July 2025 Rs. 150,000.00	62 December 2624	6,000.00	03 December 2024 at 1030 hrs
17	AHQ/24/PUB/MED/1003	Annual Contract for the Hiring Medical Instruments Required to perform Orthopaedic Surgeries at SLAF Hospital Colombo for Year 2025	22 November 2024 at 1000 hrs	31 July 2025 Rs. 150,000.00	02 December 2024	2,000.00	03 December 2024 at 1030 hrs
18	AHQ/24/PUB/MED/1001	Annual Contract to obtain Spectacle Lenses for year 2025	25 November 2024 at 0900 hrs	31 July 2025 Rs. 150,000.00	03 December 2024	2,000.00	04 December 2024 at 1030 hrs
19	AHQ/24/PUB/BRK/1002	Rate Approval for Curtain Material Accessories and Vertical Blinds for SLAF Requirement Year 2025	25 November 2024 at 0930 hrs	31 July 2025 Rs. 150,000.00	03 December 2024	12,500.00	04 December 2024 at 1030 hrs
20	AHQ/24/PUB/BRK/1001	Annual Contract to rate Approval of Floor Carpets (Loop Pile/ Cut Pile) & Accessories for Year 2025	25 November 2024 at 1000 hrs	31 July 2025 Rs. 150,000.00	03 December 2024	12,500.00	04 December 2024 at 1030 hrs
21	AHQ/24/PUB/M8E/1011	Annual Contract for the Supply of Welding Electrodes to the Sri Lanka Air Force for Year 2025	26 November 2024 at 0900 hrs	31 July 2025 Rs. 100,000.00	03 December 2024	2,000.00	04 December 2024 at 1030 hrs
22	AHQ/24/PUB/M8E/1004	Annual Contract for the Supply of Electrical Items (Cable Lugs, Lamp Holders, Cable Connecting Accessories and Capacitors) to the Sri Lanka Air Force 2025	26 November 2024 at 0930 hrs	31 July 2025 Rs. 100,000.00	04 December 2024	2,000.00	05 December 2024 at 1030 hrs
23	AHQ/24/PUB/M8E/1005	Annual Contract for the Supply of Ceiling and Exhaust Fans to the Srl Lanka Air Force for the Year 2025	26 November 2024 at 1000 hrs	31 July 2025 Rs. 100,000.00	04 December 2024	2,000.00	05 December 2024 at 1030 hrs
24	AHQ/24/PUB/MED/1006	Annual Contract to Obtain Medical Investigations Facility form Private Sector Hospitals to SLAF for Year 2025	27 November 2024 at 0930 hrs	31 July 2025 Rs. 150,000.00	05 December 2024	6,000.00	06 December 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.alrforce.lk, the website of the Sri Lanka Air Force or could inspect free of charge from 04th November 2024 until the last date of issuing of Bidding Documents (Between 0900 hrs to 1500 hrs) by forwarding writes to requests to the address mentioned at Para 8 below. The Bidding Documents can be purchased from the Tender Section of the Procurement Division, between 0900 hrs to 1500 hrs one-very working day with effect from 04th November 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 will be considered as an invalid bid.
- 4. The sealed bids in duplicate, shall be addressed to "The Chairman, Departmental Procurement Committee, Sri Lanka Air Force" and may be either dispatched by registered post or deposited in the Tender Box at the Main Guard Room (Wastern 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, LLZ Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, soon after closing the bids
- Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employees. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.
- Bidders who are interested for the above tenders 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.
- 7. 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 should be issued by a commercial bank operating in Sri Lanka approved by the central bank of 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.
- 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, 076-6723955 Extension 12915 Fax: 011-2441553) or by forwarding written requests to the address mentioned below;

Procurement Division
Srt Lanka Air Force Headquarters
P.O Box 594
Defence Headquarters Complex
Srt Jayewardenepura Kotte

COMMANDER OF THE AIR FORCE

Page 90 of 90