



SRI LANKA AIR FORCE BIDDING DOCUMENT

(INTERNATIONAL COMPETITIVE BIDDING)

**PURCHASE OF MATERIAL POLYESTER COTTON
DARK BLUE COLOUR FOR KIT EXCHANGE-2022**

TENDER REFERENCE: AHQ/22/FS/CLO/1009

PROCUREMENT DIVISION
No 140,
Sir Chittampalam A. Gardiner Mawatha
Colombo 02
Sri Lanka.
Tel: 0094 11 2441553
Fax: 0094 11 2347694

INVITATION FOR BIDS (IFB)

Sri Lanka Air Force

1. The Chairman, Department Procurement Committee, Air Force Head Quarters Colombo 02, Sri Lanka, now invites sealed bids from eligible and qualified bidders in Sri Lanka, or abroad for the **“PURCHASE OF POLYESTER COTTON DARK BLUE COLOUR FOR ANNUAL KIT EXCHANGE 2022” (AHQ/22/FS/CLO/1009)**
2. Bidding will be conducted through International Competitive Bidding Procedure (ICB).
3. The bidder may liaise with the following officers of the Sri Lanka Air Force for further information.

PB LIYANAGE

Air Commodore
Chief Procurement Officer
Sri Lanka Air Force
Colombo.
Tel: 011 2325468
Fax: 011 2347694/2441554
Email: cpd@slaf.gov.lk

SV PREMAWARDANE

Group Captain
Staff Officer Procurement (Tenders)
Sri Lanka Air Force
Colombo
Tel: 011 2441553
Fax: 011 2441553
Email: acpot@slaf.gov.lk

PPRN PEIRIS

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

4. All bids must be accompanied by a Bid Security in the form of a Bank Guarantee and it shall be an unconditional and irrevocable Bank Guarantee advised through a commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The value of the Bank Guarantee shall be LKR 210,000.00. The Bid Security shall be valid up to 03 August 2022 (105 days).
5. Bids must be couriered / delivered to the address below marked with reference number: **AHQ/22/FS/CLO/1009** on or before **1030Hrs date 20 April 2022**. Bids will be opened immediately after the closing of bids in the presence of the bidders' representatives who may choose to attend in person at the address below on **20 April 2022**.

Chief Procurement Officer,
Procurement Division,
No 140 Sir Chittampalam A Gardiner Mawatha
Sri Lanka Air Force
Colombo

6. The Bid should be valid till 06 July 2022 (77 days from the date of opening of the bid).
7. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. Late bids will be rejected. No bidder or his representative will be permitted to attend the bid opening after the tender closing time. Pre-bids meeting will be held on 21 March 2022 at 1030 hrs in Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force Station , Colombo.

Section I
Instructions to Bidders

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 Commission:

- 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 Commission or Department of Public Finance, Ministry of Finance Sri Lanka, at the date of submission of bids or at the date of contract award, shall be disqualified.

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

Volume 1

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

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. 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 BIDDERS reasonable time in which to take an addendum into account in preparing their bids, the PURCHASER may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents 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,
- (a) On components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) On the previously imported goods of foreign origin
- (ii) However, VAT shall not be indicated in the price but shall be indicated separately;
- (iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) The price of other incidental services

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

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

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the BIDDER

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

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

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

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods, 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 BIDDERS to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A BIDDER may refuse the request without forfeiting its Bid Security. A BIDDER granting the request shall not be required or permitted to modify its bid.

20. Bid Security

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

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

- (a) At the BIDDER's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) Be issued by an institution acceptable to PURCHASER. The acceptable institutes are published in the NPC website, www.nprocom.gov.lk/.

- (c) Be substantially in accordance with the form included in Section IV, Bidding Forms;
- (d) Be payable promptly upon written demand by the PURCHASER in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) Be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period **specified in the BDS**.

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

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

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

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

21. Format and Signing of Bid

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

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

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

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

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

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

23. Deadline for Submission of Bids

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

23.2 The PURCHASER may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the PURCHASER and 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 BIDDERS only upon notification of contract award to the successful BIDDER in accordance with sub clause 41.1.

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

26. Bid Opening

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

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

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

26.4 The PURCHASER shall prepare a record of the Bid opening that shall include, as a minimum: the name of the BIDDER and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The 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 BIDDERS presenting substantially responsive bids.

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

30. Non conformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the PURCHASER may request that the BIDDER submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the BIDDER to comply with the request may result in the rejection of its Bid.

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

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

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

31. Preliminary Examination of Bids

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation

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

32.2 The PURCHASER shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of

Requirements of the Bidding Documents have been met without any material deviation or reservation.

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

33. Conversion to Single Currency

33.1 If the 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

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

37. Post qualification of the BIDDER

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

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

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

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

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

Award of Contract

39. Award Criteria

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

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

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

41. Notification of Award

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

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

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

42. Signing of Contract

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

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

43. Performance Security

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

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

-Signed-
(PB LIYANGE)
Air Commodore
CHIEF PROCUREMENT OFFICER

25 February 2022

Section II Bidding Data

Section II. Bidding Data Sheet (BDS)

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

ITB Clause	A. General
ITB 1.1	The PURCHASER is Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka
ITB 1.1	<p>The name and identification number of the ICB are: Purchase of Material polyester Cotton Dark Blue Colour for kit Exchange-2022</p> <p>Tender reference: AHQ/22/FS/CLO/1009</p> <p>The goods are to be supplied as a single lot/package</p> <p>All the prospective bidders shall indicate the minimum delivery period when quoting this tender. However, Sri Lanka Air Force has the right to select the bidders who provides the lowest delivery period suit with requirements of Sri Lanka Air Force.</p>
ITB 2.1	The source of funding is The Government of the Democratic Socialist Republic of Sri Lanka
ITB 4.4	<p>If the bidder quote through a local agent, Bidder and Their Local Agent shall consider the requirements under the Public Contract Act No. 03 of 1987 and few important extractions of the act is as follows:</p> <p>8.(1) “Any person who act as an agent or sub-agent, representative or nominee behalf of any bidder, shall register himself and such public contract in accordance with the section 10 and shall furnish to the registrar the particulars required to be furnish under section 6.”</p> <p>8.(2) “Where any person is an agent, sub-agent, representative or nominee for or on behalf of a bidder, he shall first produce a certificate of his appointment as agent sub-agent, representative or nominee to the registrar before he registers himself and the public contract under this section” Bidders are advised to submit the Registration Certificate under the Public Contract Act No 3 of 1987, before the purchase of Bidding Document, when relevant.</p>
ITB 4.4	Foreign BIDDERS and Local BIDDERS are allowed to participate in bidding.
	B. Contents of the Bidding document
ITB 7.1	<p>For <u>Clarification of bid purposes only</u>, the Purchaser’s address is:</p> <p>Attention: Chief Procurement Officer Address: Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo Telephone +0094 11 2441044 (Ext ; 23569) Facsimile Number; 0094 11 2441553 Email: cpd@slaf.gov.lk, acpot@slaf.gov.lk</p>

C. Preparation of Bids	
ITB 9.1	<p>Bidding document could be inspected (free of charge) at Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo 02 from 1000 hrs on 28 February 2022 to 1030 hrs on 19 April 2022 (every working day) and also from the Sri Lanka Air Force website www.airforce.lk.</p> <p>Further, interested bidders may purchase the bidding document from Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo 02 from 1000 hrs on 28 February 2022 to 1030hrs on 19 April 2022 (every working day) upon payment of a non-refundable fee of LKR 6,000.00 to the Director Finance of the Sri Lanka Air Force.</p> <p>The method of payment will be in cash.</p> <p>The bids without the original receipt of the payment will not be accepted.</p> <p>.</p>
ITB 10.1	The Bids and all related documents to be associated with bids and the supporting documents shall be in English language .
ITB 11.1(e)	<p>The Bidder shall submit the following additional documents:</p> <p>a. If bidder is a foreign bidder and not doing business in Sri Lanka, should have a legally registered business presence of its authorized agent in Sri Lanka. Local agent declarations to be submit.</p> <p>b. All supplementary documents if requested in technical specification section.</p> <p>c. Copy of Agreement (in case of Partnership / Joint Venture)</p> <p>d. Power of Attorney (when and where relevant).</p> <p>e. Minimum Average Annual Turnover of the bidder shall be 1.5 times of the bid price for the last 3 consecutive years; for this last 3 year audited financial statements needs to be submitted.</p> <p>f. Foreign bidders shall be registered company/entity in the perspective countries and shall have been operation for the last three (3) years. Business registration copies to be submit.</p> <p>g. Detailed list of supply/order that the bidder has completed successfully during the period of last three (3) years ending on the deadline of bid submission.</p> <p>h. Documentary evidence to establish conformity of the goods to the technical specifications standards in the bidding documents along with the technical specification form in section V sub section 3.1.</p>
ITB 13.1	Alternative bids/offers shall not be considered
ITB 14.3	The goods supplied in this tender to be considered as one lot/package.
ITB 14.4(iii)	Port of Destination is Colombo Sri Lanka (Sea/Air). Price for inland transportation, Insurance and other local services in Purchasers country will be borne by the purchaser. The BIDDERS quoting in Sri Lanka rupees the consignment is to be delivered to Supply and Maintenance Depot Sri Lanka Air Force Base Katunayake.
ITB 14.5	The prices quoted by the Bidder shall not be adjustable.
ITB 15.1	Bidders may quote in Sri Lankan Rupees or Foreign currency (USD, GBP or EURO currencies)
ITB 18.1 (b)	Authorized local agent of the bidder shall available in Sri Lanka for facilitating warranty claims and any other technical assistance during the period of

	warranty.
ITB 19.1	The bid validity period shall be valid up to 06 July 2022 (77 Days from the bid opening)
ITB 20.1	Bid shall include a Bid Security (issued by a licensed Commercial bank operating in Sri Lanka approved by the Central Bank) in the format given in Section IV Bidding Forms.
ITB 20.2	The amount of the Bid Security shall be LKR 210,000.00 (Two Hundred Ten Thousand Sri Lanka Rupees)
ITB 20.2 (f)	Date for validity of bid security shall be up to 03 August 2022 (105 Days from the bid opening)
ITB 21.1	In addition to the original of the bid, the number of copies required is: one
D. Submission and opening of Bids	
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks along with the date of opening;</p> <p>Tender No; AHQ/22/FS/CLO/1009 Date; 20 April 2022.</p> <p>Address: Chief Procurement Officer, Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha Sri Lanka Air Force Colombo</p>
ITB 23.1	<p>The deadline for the submission of bids is :</p> <p>Date: 20 April 2022 Time: 10.30 hrs</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address; Chief Procurement Officer, Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha Sri Lanka Air Force Colombo Sri Lanka.</p> <p>Date: 20 April 2022 Time: Sri Lanka Standard Time 10.30 hrs</p>
E. Evaluation and comparison of bids	
ITB 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.
ITB 29.2	<p>This review is conducted to determine that the Bid is complete, all required documents are included and all forms are included and are completed. The Bidder may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the Bid related to documentation requirements. Determinations made during this review include:</p> <ol style="list-style-type: none"> i. Determine if the Bid is sealed and signed as per the requirements of ITB 23; ii. Determine if the Bid Security in the correct format is enclosed; iii. Determine eligibility of Bidder;

	iv. Determine if all required forms are included and completed.
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ITB 33.1	<p>Bid prices expressed in different currencies shall be converted in: Sri Lanka Rupees</p> <p>The source of exchange rate shall be: Selling rate published by Central Bank of Sri Lanka</p> <p>The date for calculation of the exchange rate shall be considered 28 days prior to closing of bids as published by the Central Bank of Sri Lanka.</p>
ITB 34.1	<p>Domestic preference “shall be considered” during bid evaluation of this tender. (As per the Procurement Guideline 7.9.4)</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation:</p> <ol style="list-style-type: none"> Conformance to commercial requirements and other Tender conditions as per the ITB. Bidder’s eligibility and qualification requirements to bid for the Tender. Conformity to the Technical Specifications of the Tender as per Section V Sub section 3.1. (all mandatory field needs to be complied) Conformance to the Delivery Period of the Tender. Compliance with related Services and Completion Schedule. Conformance to the Warranty conditions intimated in the Tender. Final Delivery Price
ITB 35.5	<p>Bidders are not allowed to quote separately for one or more lots and the total of all the lots will be considered as single purchase. Partially offers will not be considered for the evaluation stage.</p>
ITB 36.1	<p>The evaluation criteria to determine the winning Bid shall be the lowest Evaluated Bid Price, among the responsive Bids submitted by qualified Bidders. The “Evaluated Bid Price” shall be the Bid price adjusted as follows.</p> <ol style="list-style-type: none"> The Evaluated Bid Price does not include the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract; The Evaluated Bid Price does not include the estimated effect of the price adjustment to rates due to extensions of the Bid validity period in accordance with ITB 19.2; The Evaluated Bid Price includes adjustment for correction of arithmetical errors, omissions, clarifications, etc., in accordance with ITB 30.3; and <p>After determining the Evaluated Bid Price of each Bid, the purchaser will rank the Bids from the lowest to the highest.</p>
ITB 37.1	<p>After determining the lowest evaluated bid in accordance with ITB sub-clause 36, the purchaser shall carry out the post qualification of the bidder in accordance with ITB clause 37, using only the requirements specified below.</p> <ol style="list-style-type: none"> Financial Capability-The bidder shall furnish documentary evidence that it meets the following financial requirements: <ol style="list-style-type: none"> Minimum Average Annual Turnover of bidder shall be 1.5 times of the bid price for the last 3 consecutive years; for this last 3 year

	<p>audited financial statements needs to be submitted.</p> <p>iii. Audited financial statements of accounts of the company for the past three years shall be submitted with the bid as per section III, Qualification information form.</p> <p>b. Experience and technical capability-The bidder shall furnish documentary evidence to demonstrate that it meets the following requirements;</p> <p>i. Foreign bidders shall be registered company/entity in the perspective countries and shall have been operation for the last three (3) years. Business registration copy to be submitted.</p> <p>ii. If bidder a foreign bidder and not doing business in Sri Lanka, should have a legally registered business presence of its authorized agent in Sri Lanka. Local agent declaration to be submitted.</p> <p>iii. Detailed list of supply/order that the bidder has completed successfully during the period of last three (3) years ending on the deadline of bid submission as per section III, Qualification information form.</p>
ITB 39	The contract will be awarded to the substantially responded lowest evaluated bidder.
ITB 41	The final contract will be determined after the contract negotiation & the draft contract provided in section VIII may changed accordingly.

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 and 35.4)
2. Multiple Contracts (ITB 35.5)
3. Comparison of Bids (ITB 36)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37)

1. Evaluation Criteria (ITB 35.3 and 35.4)

As per the factors describe in BDS under ITB clause 35.4

2. Multiple Contracts (ITB 35.5)

As describe in BDS under ITB clause 35.5

3. Comparison of Bids (ITB 36)

As describe in BDS under ITB clause 36.1

4. Domestic Preference (ITB 34.1)

As describe in BDS under ITB clause 34.1

5. Post qualification Requirements (ITB 37)

As describe in BDS under ITB clause 37.1 and relevant details to be included to **Qualification information** form below.

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

Bid Submission Form

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

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Form

*[The Bidder shall fill in this Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

PRICE SCHEDULE-A

Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Goods and related Services offered										Goods to be imported and supply (if allowed in this bidding)				
A										B (Not Relevant in this Bid)				
Line Item No.	Description of Goods or related services	Qty And Unit	Unit price (inclusive of duties, sales and other taxes)	Price per line item (Col. 3x4)	Cost for services (if any to be specified)	Freight and Insurance	Total Price (CIF) USD/ EURO (Col 5+6+7)	Discount If any USD/ EURO	Total Price including the Discount USD/ EURO	Unit price (foreign cost)	foreign cost per line item (Col. 3x12)	All related costs to deliver t to their final destination incl duties, sales and other taxes transportation, insurance. Excluding VAT		
LOT A										Amount	Currency	Amount	Sri Lankan Rupees	
1	1	Material Polyester Cotton Dark Blue Colour	50,000 Mtrs											
										Total				

Bidders Signature
and Company seal

PRICE SCHEDULE-B (The BIDDERS quoting in Sri Lankan Rupees)

IMPORTANT:

S/No	Description	D of Q	Qty	Unit Price without VAT (Rs)	VAT (Rs) (08%)	Unit Price with VAT (Rs)	Total Price with VAT (Rs)
01	Material Polyester Cotton Dark Blue Colour	Mtr	50,000				

- * The price schedule shall be authenticated by the BIDDER.
- * The BIDDER shall ensure that all the details provided herein are 100% accurate.
- * It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated separately in the price schedule.
- * Please indicate any other charges if applicable separately.

Bidders Signature
and Company seal

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES / NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
VALIDITY OF BID till 06 July 2022	YES / NO	
VALIDITY OF BID BOND till 03 August 2022	YES / NO	
BID BOND NO		
DELIVERY PERIOD (.....)		
DISCOUNT OFFERED	YES / NO	

Contact details of the BIDDER

Name:

Address:.....

.....

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

Fax: **Email.**

Date

Signature of BIDDER

Affix Company Rubber Seal

3. Bid Guarantee

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

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

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

Date:_____ [insert (by issuing agency) date]

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

We have been informed that ----- [insert (by issuing agency) name of the BIDDER ; if a joint venture, list complete legal names of partners] (hereinafter called "the BIDDER ") has submitted to

you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. ----- [insert IFB number] (—the IFB).

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

Guarantee.

At the request of the BIDDER , we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] -----[insert amount in words]) upon receipt by us of your first demand in writing

Accompanied by a written statement stating that the BIDDER is in breach of its obligation(s) under the bid conditions, because the BIDDER:

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

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

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

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

4. Bid-Securing Declaration

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

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

Name of contract --[insert name]*

Contract Identification N^o: -----[insert number]*

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

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

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

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

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

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: Chief Procurement Officer, Procurement Division, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of

.....

[insert type of goods manufactured], having factories at

.....

[insert full address of Manufacturer's factories], do hereby authorize

..... *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us

.....

[insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

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

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. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications
4. Drawings
5. Inspections and Tests

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders', and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
[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 days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
Lot 1	1 Material Polyester Cotton Dark Blue Colour	50,000	Mtrs	Colombo airport or sea port			

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

Bidders Signature
and Company seal

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service	Description of Service	Quantity ¹	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

Bidders Signature
and Company seal

¹ *If applicable*

3. Technical Specifications

POLYESTER / COTTON (DARK BLUE) MATERIAL FOR NON AERO TECHNICIANS OF SRI LANKA AIR FORCE

Characteristics	Standard Value	Standard test method
Construction		
Weave	Twill 3/1	ISO 7211/1
Ends Per Inch	108 \pm 2	ISO 7211/2:1984
Picks Per Inch	58 \pm 2	ISO 7211/2:1984
Warp Count (Ne)	2/40 \pm 1	ISO 7211/5:1984
Weft Count (Ne)	20 \pm 1	ISO 7211/5:1984
Fabric Cuttable Width (Inches)	60 \pm 2	-----
Mass Per Unit Area (gsm)	200 (Min)	ISO 3801:1984
Skewness	6% (Max)	BS 2819:1990
Fabric Composition -	35 \pm 5% Cotton 65 \pm 5% Polyester	ISO 1833:1977
<u>Performance Characteristics</u>		
Breaking Strength (N)		ISO 13934 1:1999
Warp Way	700 (Min.)	
Weft Way	450 (MIN.)	
Tearing Strength		
Warp Way & Weft Way	20N	
Dimensional Change on Washing	2% (Max)	ISO 25077:1984 ISO 26330:1984 (3A)
Crease Recovery Angle	90 (Min.)	ISO 2313:1972
Colour Fastness to Light	Grade 5 of above	ISO 105 B 02:1994
Colour Fastness to Washing	Grade 4 (Min.)	ISO 105 Co6- A2 S:1990
Colour Fastness to Rubbing – Day Wet	Grade 4 (Min.) Grade 3 (Min.)	ISO 105 x 12:1993
Colour Fastness to Hot Pressing	Grade 4 (Min.)	ISO 105 x 11:1994
Colour Fastness to Hot Perspiration	Grade 4 (Min.)	ISO 105 E 04:1994
Pilling Resistance	Grade 4 (Min.)	ISO 12945-1: 2000
Colour	193921TCX(Pantone)	

4. Drawings

5. Inspections and Tests

Note:

1. Samples shall be submitted as per the specifications along with the offer. Minimum size of each unit of sample of the item shall be 08 Mtrs in Length otherwise the bid will be rejected.
2. All identification markings on material should limit to small area. 90% of the sample should free from any identification marking done on fabric paint or permanent ink.
3. All eligible bidders are to pay Rs. 40,000.00 of laboratory testing to Director Finance SLAF for each offer and copy of the receipt to be submitted along with the sample. The offers without the receipts of payment will not be accepted.
4. Successful bidder is to pay material testing charges Rs, 40,000.00 for each deliver
5. The consignment is to be delivered to Supply and Maintenance Depot Sri Lanka Air Force Base Katunayake. Random Sample taken out from delivered consignment will be tested at authorized testing institutions at Sri Lanka for conformity with SLAF specification. The cost of testing charges should be borne by the supplier
6. The interested bidders may inspect samples of Material polyester cotton Dark blue colour at Procurement Division by the time of purchasing the bidding document.

Section VI
Conditions of Contract

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, 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.
- (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) “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.
- (l) “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.
- (m) “The Project Site,” where applicable, means the place named in the Contract Data.

2. Contract Documents

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

3. Fraud and Corruption

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

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

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

- 7. Eligibility** 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied with other internationally accepted standards, such as British Standards.
- 8. Notice** 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **Contract Data**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Not with standing any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

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|-----|------------------------------------|------|---|
| 12. | Delivery and Documents | 12.1 | 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 | 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 | 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 | 15.1 The Contract Price, shall be paid as specified in the Contract Data. |
| | | 15.2 | 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 | 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 Duties | 16.1 | 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| 17. | Performance Security | 17.1 | 17.1 If required as specified in the Contract Data , the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract. |
| | | 17.2 | 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |

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

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

18. Copy right

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

19. Confidential Information

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

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

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

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

- 20. Subcontracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.
- 22. Packing and Documents**
- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 23. Insurance**
- 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation**
- 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 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 travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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

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

26. Liquidated Damages

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

27. Warranty

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

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

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

- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of :
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) The sale in any country of the products produced by the Goods.

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 29. Limitation of Liability**
- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.
- 30. Change in Laws and Regulations**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

32. Change Orders and Contract Amendments

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

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

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

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

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the

Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

Section VII

Contract Data

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(h)	The Purchaser is: The Sri Lanka Air Force
CC 1.1 (m)	Destination of port is Colombo Sri Lanka (Sea/Air) Supply & Maintenance Depot Sri Lanka Air Force Base, Katunayake Sri Lanka
CC 8.1	For notices , the Purchaser's address shall be: The Commander of the Sri Lanka Air Force Attention : The Chief Procurement Officer Address : Procurement Division Sri Lanka Air Force Colombo 02 Telephone : + 94 11 2347694 Fax number : + 9411 2441553 Electronic mail address : cpd@slaf.gov.lk , acpot@slaf.gov.lk
CC 10.2	The rules of procedure for arbitration proceedings pursuant to CC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: For any disputes or difference arising between the parties out of or in connection with the contract, the parties to take appropriate measures to settle the dispute or disagreement which may arise out of or in connection with this contract by means of negotiation. If the dispute cannot be settled amicably this contract shall be governed by the laws of Sri Lanka to be dealt by means of civil litigation in courts of Sri Lanka. (b) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

<p>CC 12.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p>Within 24 hours of shipment (By Sea) the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including the Contract number, Description of Goods, Quantity, Name of the Ship Bill of Lading number and date, Port of Loading, Date of shipment, Port of discharge, etc. The Supplier shall courier within (3) days of the date of shipment the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) Four (4) copies of the Supplier’s invoice showing Contract Number, Description of Goods’, Quantity, Unit Price, and total amount; CIF Unit Price and total CIF price, Freight, Insurance, CIF final destination, Port of Loading and Port of final destination, (ii) Original and three copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and Three (3) copies of nonnegotiable bill of lading; (iii) Five (5) copies of the packing list identifying contents of each package; (iv) Insurance certificate with two (2) copies; (v) Supplier’s warranty certificate; <p>The above documents shall be sent by the Bidder by courier service to the purchaser within one week of shipment and if not received, the Bidder will be responsible for any consequent expenses.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The delivery schedule to be as agreed at the time of signing the agreement.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ul style="list-style-type: none"> - Air Way Bill/Bill of Lading. - Commercial Invoice - Packing List. - Certificate of Country of Origin - Certificate on conformity to quality and quantity - Insurance Cover -Warranty Certificates
<p>CC 14.1</p>	<p>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</p>

<p>CC 15.1</p>	<p>Terms of payments</p> <p>A: Payment will be effected through a letter of credit as follows:</p> <p>(a) On Delivery: Sixty (60) percent of the Foreign currency portion of the Goods shall be paid through an irrevocable unconfirmed Letter of Credit opened in favour of the Supplier in a State Bank in Sri Lanka, after submission of documents specified in CC Clause 12.</p> <p>(b) On final Acceptance in Sri Lanka: Forty (40) percent of the Foreign currency portion of Goods received shall be paid within thirty (30) days from acceptance and commissioning of the Goods upon submission of the Acceptance and testing Certificate issued by the purchaser.</p> <p>B: for Local expenditure in Sri Lanka Rupees.</p> <p>Payment of local currency portion shall be made in Sri Lanka Rupees within Forty Five (45) days of presentation of Acceptance Certificate issued by the purchaser declaring that the goods have been delivered and that all other contracted Services have been performed.</p>
<p>CC 17.1</p>	<p>A Performance Security shall be required for the 10% value of the contract.</p> <p>A Performance Security of 10% of the total contract sum as per the specimen given under contract forms obtained from a bank approved by the Central Bank of Sri Lanka shall be submitted within fourteen (14) days of the notification of contract award as per letter of acceptance and enter into the agreement.</p> <p>Performance Security shall be valid until the Acceptance of the equipment/units by the Sri Lanka Air Force.</p> <p>The Beneficiary of the Performance Security shall be the Commander of the Sri Lanka Air Force.</p>
<p>CC 17.3</p>	<p>The Performance Security shall be in the form of a Bank Guarantee (as the format in Section VIII-2)</p> <p>The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser.</p>
<p>CC 23.1</p>	<p>Insurance shall be as follows:</p> <p>The Insurance shall be in an amount equal to 110 percent of the CIF value of the Goods to final of destination as specified in CC 1.1 (m) ” on “All Risks” basis, including War Risks and Strikes.</p>
<p>CC 24.1</p>	<p>Freight charges up to the port (sea/air) should be borne by supplier. Price for custom charges, inland transportation, Insurance and other local services in Purchasers country will be borne by the purchaser.</p>

CC 25.1	The inspections and tests shall be: The Inspections and Testing shall be conducted at the sellers' facility prior to delivery of goods and at Sri Lanka Air Force facility prior to accept the items after delivery.
CC 25.2	The inspections and tests shall be conducted at seller's facility and acceptance check at Sri Lanka Air Force Base, Katunayake.
CC 26.1	"In the event that the "SELLER" is unable to deliver the GOODS within the stipulated period of this Contract, Liquidated Damages shall be incurred 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 of Ten (10%) of total contract value.

Contract Data

GENERAL CONDITION I

INSURANCE

The successful bidder may insure the goods against any damage or any other circumstances whilst packing and transporting. Purchaser does not have any responsibility on insuring same after signing the contract.

LAND TRANSPORTATION, CLEARING AND SHIPPING BY AIR/SEA

Price for inland transportation, Insurance and other local services in Purchaser's country will be borne by the purchaser.

PACKING - SEA FREIGHT / AIR FREIGHT

All the packing cost is to be borne by successful bidder.

CORRESPONDENCE

All correspondence, drawing and documents between the Bidder and the Ministry of Defense shall be in the ENGLISH LANGUAGE.

FORCE MAJEURE

a. The force-majeure circumstances are those circumstances which could not have been foreseen and prevented by the successful Bidder or the Sri Lanka Air Force (also referred to as the "Party") and which caused difficulty or delay in performing the obligations under this Contract.

b. Should circumstances arise which prevent either of the parties from complete or partial fulfillment of its obligations under this Contract; such as fire natural calamity, war, military operations of any character blockades, strikes, export or import or import prohibitions or other circumstances beyond the control of the parties, civil disorders the date of the fulfillment of their obligations shall be extended by a corresponding period during which such circumstances will continue.

DEFAULT BY CONTRACTORS

a. Should the delivery of goods be not completed within the time or times, specified in the Bid or the subsequent, contract the commander of the Air Force, reserves the right without prejudice to any other remedy for breach of contract, to determine the contract either wholly or to the extent of such default.

b. Such default, the Chairmen, reserves the right to seek alternative sources and en cash, the Performance Bond submitted by the bidder

PENALTY FOR NON – ACCEPTANCE OF BIDS

Should any person decline or fail to enter into contract and bond or fail to furnish the approved security within thirty days or receiving notice in writing that the Bid Bond submitted will be encashed and his name will be placed in the list of state Defaulting Contractors. Notice of acceptance of Bid will be deemed to have been served on and received if posted to the address given by the Bidder.

TAXES / LEVIES AND OTHER CHARGES

The applicable taxes imposed by the Government of Sri Lanka for import / export of goods are will be borne by purchaser.

CAUTION

Bidder must acquaint themselves fully with conditions of the Bid. No plea of lack information or insufficient information from the successful Bidder will be entertained at any time.

FURTHER INFORMATION

Any further information regarding this Bid can be obtained on written requests from the following officers

Chief Procurement Officer,
Procurement Division,
No 140 Sir Chittampalam A Gardiner Mawatha
Sri Lanka Air Force
Colombo

Telephone + 940112325468

Fax +94112347694/ +94112441553, Email: cpd@slaf.gov.lk, acpot@slaf.gov.lk

Letter of Acceptance
[Letterhead paper of the seller]

[Date]

To: [name and address of the BUYER]

This is to notify you that your Bid dated [date]/...../..... for Purchase of Material Polyester Cotton Air Force Blue Colour (**AHQ/22/FS/CLO/1009**) or the contract price of Rs:.....(Rupees.....), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Section VIII
Contract Forms

Section VIII. Contract Forms

- 1. Contract Agreement (proceed draft)
- 2. Performance Security
- 3. Bank Guarantee for Advance Payment

DRAFT CONTRACT AGREEMENT



CONTRACT

Between

THE SRI LANKA AIR FORCE

for and on behalf of

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

and

M/S.

for the

**PURCHASE OF POLYESTER COTTON DARK BLUE COLOUR FOR
KIT EXCHANGE -2022**

TENDER: - AHQ/22/FS/CLO/1012

CONTRACT NO:-SLAF/...../...../...../2022

**CONTRACT AGREEMENT FOR PURCHASE OF POLYESTER
COTTON DARK BLUE COLOUR FOR KIT EXCHANGE -2022**

(SLAF/PD/...../...../2022)

This indenture is made and entered into on this day of **Two Thousand Twenty Two (2022)** between the parties shown below:-

M/s..... which is a company duly incorporated under the laws of the having its registered office at **No**, and its heirs, executors and administrators of the first part, (hereinafter called and referred to as the (“**SELLER**”.)
and

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

Whereas the Department Procurement Committee of the Sri Lanka Air Force has approved the purchase of.....for Sri Lanka Air Force Headquarters (herein referred to as the ‘**GOODS**’). The tender document referred AHQ/22/FS/CLO/1009 and the seller’s offer bearing quote dated and the **SELLER** who has the legal capacity of entering into this contract has agreed to supply said **GOOD** to the subjected to terms and conditions of this contract.

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

Now this agreement witness as follows:

ARTICLE 01

1.0 SCOPES OF THE CONTRACT

1.1 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.

1.2 The provision of the SCHEDULE OF GOODS shall be made by the SELLER at the rates more fully described in the Annex A.

1.3 The SELLER shall supply the BUYER **purchase of Material Polyester Cotton Dark Blue Colour for Annual Kit issue.**

1.4 The BUYER agrees to accept the above mentioned Goods and pay the SELLER the cost specified in Appendix B the payment schedule stipulated in Article ...of this contract.

1.5 The technical delivery state of the ... **purchase of Material Polyester Cotton Dark Blue Colour for Annual Kit issue.** are fully describe in Annex A to this Contract.

1.6 Wherever used in this Contract, the following words shall have meanings as herein shown.

“**Contract**” means this Contract entered into between the BUYER and the SELLER and its annexes.

“**Goods**” means the **purchase of Material Polyester Cotton Dark Blue Colour**

ARTICLE 02

2.0 TOTAL AMOUNT THE CONTRACT

2.1 The total amount of this Contract is(..) on basis incoterms 2010,the details of which are defined in Annex ...,which includes the following:

- a. Unit cost per ammunition
- b. Total cost per ammunition
- c. Cost of insurance
- d. Cost of freight (Both Air and Sea)
- e. Cost of pre shipment inspection (Excluding air fare)
- f. Miscellaneous (if any, to be specify in detail)
- g. Total cost of the contract

2.2 The Contract price shall be fixed and firm.

ARTICLE 03

3.0 PAYMENTS

3.1 The payment to be made by the BUYER to the SELLER as more fully described under the Annex hereto shall be effected in US Dollars. All bank charges incurred outside Sri Lanka shall be borne by SELLER.

3.2 The payments to be made to the SELLER upon presentation of invoices on for the SCHEDULE OF GOODS along with duly completed (Government Contractors 'Bill) in one copy subjected to 45 days of credit facility period.

3.3 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.

3.4 The contract value shall be paid as per the following payment schedules.

3.5 Performance Security

The SERVICE PROVIDER shall furnish an unconditional, irrevocable Performance security, in the Form of a Bank Guarantee (as per Annex "...” payable by the SERVICE PROVIDER on first written demand of the SERVICE RECIPIENT on the basis that the SERVICE PROVIDER has failed in his obligation to perform this contract, for the amount equal to Ten percent (10%) of the total Contract Price i.e. United States Dollars (USD)) to be issued by a Licensed Commercial Bank in Sri Lanka, preferably a state bank in favor of the SERVICE RECIPIENT. This security shall be advised through a reputed Bank in with a counter guarantee shall be furnished to the SERVICE RECIPIENT within Thirty (30) days from the date of the execution of this contract and to be valid for a period of Six (06) months from the date of issue of Performance Security.

ARTICLE 04

4.0 BANKING CHARGES

All banking charges incurred in the SELLER's country shall be borne by the SELLER, and those incurred in the BUYER's country shall be borne by the BUYER subjected to Article 3 above.

ARTICLE 05

5.0 INSPECTION, DELIVERY AND ACCEPTANCE

5.1 The Goods supplied to the BUYER shall be shortest delivery period from the date of the order form.

5.2 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

5.3 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.

5.4 The SELLER shall be totally responsible of the delivery of the SCHEDULE OF GOODS in good quality at the specified site of the BUYER.

5.5 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.

5.6. The payment shall be made after the receipt and acceptance of SCHEDULE OF GOODS by the BUYER as per Article

5.7 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 encased the Performance Security submitted by the SELLER and take any remedial action under this Contract.

5.8 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.

5.9 The SELLER shall employ only Sri Lankan laborers both skilled and unskilled in carrying out the work under this contract and such laborers 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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/..... 2022.

5.15 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.

ARTICLE 06

6.0 PACKING, SHIPPING MARKS AND INSURANCE

6.1 The SELLER SERVICE PROVIDER shall ensure that the contracted GOODS are packed according to BS 1133 section 1 22 as applicable or equivalent to ISO/EN or TQ standard or OEM approved standard.

6.2 The SELLER shall clearly indicate the description of the cargo, number of packages, dimensions, gross/net weight in the packing list enclosed in the consignment.

6.3 The SELLER shall be liable for any rust damage, losses and all costs incurred thereby, due to inadequate or improper packing made by the SELLER.

6.4 All GOODS shall be addressed to following address:

.....
.....

ARTICLE 07

7.0 TAXES, DUTIES AND FEES

7.1 Any taxes and duties, which are to be legally assessed by and payable to the Government of Sri Lanka (..) in connection with fulfillment of the present Contract shall be borne and paid for by the BUYER.

7.2 Any such taxes or duties which are to be legally assessed by or payable to the SELLER'S Government or to any other Government (other than GOSL), enrooted to BUYER (except the GOSL) shall be borne and paid for by the SELLER.

7.3 The SELLER shall be responsible obtaining the required licenses to fulfill the obligations under the ccontract and shall bear responsibility. Any delay in obtaining licenses shall be notified to the Buyer seven (07) days of such occurrence.

ARTICLE 08

8.0 FORCE MAJEURE

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

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

wide effect in the country) machinery breakdown or correction of defect or deficiency shall not be events of Force Majeure.

- 8.3 The Party so Affected shall within Seven (07) days inform the other party by the special registered letter of the occurrence of Force Majeure for the latter party to postpone the execution of the contract. The letter party shall be entitled to terminate contract in the event the Force Majeure situation in prolong for more than 7 days.

ARTICLE 09

9.0 EFFECTIVENESS OF THE CONTRACT

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

ARTICLE 10

10.0 GOVERNING LAW

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

ARTICLE 11

11.0 BINDING EFFECT

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

ARTICLE 12

12.0 TERMINATION

(a) If the SELLER breaches the contractual obligations in terms & conditions of this contract, the BUYER shall be entitled to terminate the contract and claim from the SELLER compensation all expenses and damages suffered by the BUYER. The BUYER is entitled to terminate the Contract with the mutual agreement of the SELLER even in absence of breach of the Contract by the SELLER.

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.

(b) 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.

ARTICLE 13

13.0 DISPUTE SETTLEMENT

13.1 For any disputes or difference arising between the parties out of or in connection with the contract, the parties agree to take appropriate measures to settle the dispute or disagreement which may arise out 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.

ARTICLE 14

14.0 CONFIDENTIALITY

14.1 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.

ARTICLE 15

15.0 AMENDMENTS TO THE CONTRACT

15.1 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.

15.2 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 (address)
.....

ARTICLE 16

16.0 LIQUIDATED DAMAGES

14.1 In the event that the SELLER is unable to deliver the GOODS within the stipulated period specified in article 5.1 (as per the contract), liquidated damages shall be incurred as a penalty amounting to one - tenth (1/10) of one percent (1%) of the total cost of the delayed GOODS for every day of delay, subject to a maximum 10% of total contract value of the delayed GOODS.

ARTICLE 17

17.0 MISCELLANEOUS

- 17.1 This Purchase Contract has been drawn up in twenty two (22) Articles and Annexes from “A” and “C”, in Two(2) original copies, both in the English Language; each having, the same content and both content having equal legal validity, One (01) original copy for the BUYER and One (01) original copy for the SELLER.
- 17.2 The BUYER shall, at its own expense, execute import formalities, customs clearance, obtain licenses and provide all other documents and pay taxes related with dispatch and delivery of the GOODS in the territory of Sri Lanka.
- 17.3 The SELLER shall, at their own expense, execute all customs formalities, obtain licenses and provide all other documents and pay taxes related with execution of their obligations as per present Contract in the territories outside Sri Lanka.
- 17.4 The SELLER shall indemnify the BUYER against all claims if any, arising on account of patent rights or royalties, whether from manufactures or others, as a consequence of the use by the BUYER of royalty GOODS supplied.
- 17.5 The SELLER shall supply GOODS of ‘new’ condition and PMA parts are not accepted by the BUYER.

ARTICLE 18

18.0 NOTICES AND ADDRESSEES

- 18.1 All correspondence between the Parties of this Contract shall be made through the following addresses and each party shall notify the other party in writing in the event of any changes in the addresses set down below:
- 18.2 The BUYER’s mailing addresses:

Commander of the Air Force,
No 140 Sir Chittampalam A Gardiner Mawatha
Sri Lanka Air Force
Colombo,
Sri Lanka

IN WITNESS WHEREOF the said BUYER and the said SELLER have herein to set their representatives hands in Colombo on the of.....Two Thousand Twenty Two (2022) for the SUPPLY OF SCHEDULE OF GOODS.

.....
FOR AND ON BEHALF OF THE
Party of The First Part

.....
(.....)
Chief Procurement Officer
for and on behalf of the
Commander of the Air Force
No 140 Sir Chittampalam A Gardiner Mawatha
Sri Lanka Air Force
Colombo,
Sri Lanka

Telephone + 94112347694
Fax +940112347694/ 2441553, +94 112328850
Email: cpd@slaf.gov.lk, acpot@slaf.gov.lk

NIC No:-

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

Witness 1

Witness 1

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

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

Witness 2

Witness 2

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

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

Performance Bond No :-
Bank of issuing :-
Date of issue :-
Date of Expire :-
Performance Bond Amount Rs. :-

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)]

3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

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

ICB No. and title :*[insert number and title of bidding process]*

[If using agency's letterhead]

Beneficiary: Commander of the Air Force,
No 140 Sir Chittampalam A Gardiner Mawatha
Sri Lanka Air Force
Colombo,
Sri Lanka

[Insert legal name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE NO.:

[insert Advance Payment Guarantee No.]

We, *[Insert legal name and address of issuing agency]*, have been informed that.....
..... *[Insert complete name and address of Supplier]* (Hereinafter called "the Supplier") has entered into Contract No. *[Insert number]* dated *[Insert date of Agreement]* with you, for the supply of
..... *[Insert types of Goods to be delivered]* (Hereinafter called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums **not** exceeding in total an amount of
..... *[insert amount(s)² in figures and words]*..... *[amount in words]*, upon receipt by us of your first demand in writing declaring that the Supplier in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account
..... *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date³]*

.....
[Signature (s) of authorized representative (s) of the issuing agen

² The bank shall insert the amount (s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contractor or a freely convertible currency acceptable to the Purchaser.

³ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the extension of the time to perform the Contract, the Purchaser would need to request and extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one –time extension of this Guarantee for a period not to exceed (six months) (one year), in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee”.

INVITATION FOR BIDS



PROCUREMENT OF GOODS FOR THE SRI LANKA AIR FORCE

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

S/ No	Procurement Identification Number	Description	Date and time of Bid closing / opening	Non Refundable Fee (Rs.)	Last Date of Issuing of Bidding Documents	Date and Time for Pre Bid Meeting
01	AHQ/22/FS/CLO /1006	Purchase of Shoes Black Rubber Airmen	19 April 2022 at 1030 Hrs	12,500.00	18 April 2022	16 March 2022 at 0930 Hrs
02	AHQ/22/FS/CLO /1015	Purchase of Boot Black Rubber	19 April 2022 at 1030 Hrs	12,500.00	18 April 2022	16 March 2022 at 0930 Hrs
03	AHQ/22/FS/CLO /1011	Purchase of Jogging Shoes for Airmen And Airwomen	19 April 2022 at 1030 Hrs	20,000.00	18 April 2022	16 March 2022 at 1030 Hrs
04	AHQ/22/FS/CLO /1014	Purchase of Safety Shoes	19 April 2022 at 1030 Hrs	12,500.00	18 April 2022	16 March 2022 at 1130 Hrs
05	AHQ/22/FS/CLO /1008	Purchase of Material Polyester Cotton Air Force Blue Colour	19 April 2022 at 1030 Hrs	3,500.00	18 April 2022	21 March 2022 at 0930 Hrs
06	AHQ/22/FS/CLO /1009	Purchase of Polyester Cotton Dark Blue Colour	20 April 2022 at 1030 Hrs	6,000.00	19 April 2022	21 March 2022 at 1030 Hrs
07	AHQ/22/FS/CLO /1013	Purchase of Camouflage Material	20 April 2022 at 1030 Hrs	24,000.00	19 April 2022	21 March 2022 at 1130 Hrs
08	AHQ/22/FS/CLO /1007	Purchase of Material T Shirt White Colour	20 April 2022 at 1030 Hrs	6,000.00	19 April 2022	22 March 2022 at 0930 Hrs

09	AHQ/22/FS/CLO /1010	Purchase of Material PT Short White Colour	20 April 2022 at 1030 Hrs	3,500.00	19 April 2022	22 March 2022 at 1030 Hrs
10	AHQ/22/FS/CLO /1012	Purchase of Working Dress Shirting Material	20 April 2022 at 1030 Hrs	12,500.00	19 April 2022	22 March 2022 at 1130 Hrs

2. Bids will be invited under International Competitive Bidding (ICB) 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. The bidding documents can be purchased from the Tender Section of the Procurement Division, between 1000 Hrs to 1400 Hrs on every working day with effect from 28th February 2022 after paying the Non-refundable fee to the Shroff at Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka, prior to the collection of bidding documents. The last date of issuing of the Bidding documents is mentioned in para 01 above. The original receipt obtained for the payment of Non-refundable fee is to be attached to the bid. A bid without the receipt will be considered as an invalid bid.

4. The sealed bids in duplicate, shall be addressed to “The Chairman, Departmental Procurement Committee” and may be either dispatched by registered post or deposited in the Tender Box at the Main Guard Room at Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka, well before the closing time. Electronic bidding will not be permitted. Late bids will not be accepted. Bids will be opened at the Tender Opening Room Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka soon after closing the bids.

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

6. Bidders who have purchased bidding documents may participate for the pre-bid meetings scheduled to be held on specific dates mentioned in the schedule at para 01, at the Tender Opening Room, Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka.

7. The prospective bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the bids submitted and supplies shall be made to Sri Lanka Air Force Base Katunayake.

8. Interested eligible bidders may obtain further information from the Chief Procurement Officer (Tel. 011-2325468) or Staff Officer Procurement (Tenders) (Tel. 011-2441044 Extension 23569 Fax: 011- 2441553 and 011-2347694) or by forwarding written requests to the address mentioned below;

Procurement Division

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

-Signed-

COMMANDER OF THE AIR FORCE

Date: - 24 February 2022

Certified Correct	Signature	Date
SOP (T)	-Signed-	24 Feb 22
CPO	-Signed-	24 Feb 22
DL	-Signed-	24 Feb 22