

# **SRI LANKA AIR FORCE**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**



**TENDERING DOCUMENT**

**[NATIONAL COMPETITIVE TENDERING]**

**SALE OF ASPHALT PLANT AT SRI LANKA AIR  
FORCE DETACHMENT MAMADUWA**

**TENDER IDENTIFICATION NUMBER: AHQ/24/PUB/MIS/1001**

## Invitation for Tenders

**The Democratic Socialist Republic of Sri Lanka**

**Sri Lanka Air Force**

### SALE OF ASPHALT PLANT AT SRI LANKA AIR FORCE

#### DETACHMENT MAMADUWA

**Contract Identification No: AHQ/24/PUB/MIS/1001**

1. The Chairman Departmental Procurement Committee (DPC), on behalf of Sri Lanka Air Force, now invites sealed tender from eligible and qualified Tenderers for Sale of Asphalt Plant at Sri Lanka Air Force Detachment Mamaduwa (AHQ/24/PUB/MIS/1001).

S/No	Procurement Identification Number	Description	Date and Time for Pre Bid Meeting	Bid Security Value & Period	Last Date of Issuing of Bidding Documents	Non Refundable Fee (Rs.)	Date and time of Bid closing / opening
01	AHQ/24/PUB/MIS/1001	Sale of Asphalt Plant at Sri Lanka Air Force Detachment Mamaduwa.	06 May 2024 at 1030 hrs	03 September 2024 Rs. 100,000.00	20 May 2024	3,500.00	21 May 2024 at 1030 hrs

2. Tender will be conducted through National Competitive Tendering Procedure (NCB).

3. The complete set of Bidding Documents in English language could be inspected by the interested bidders from the [www.airforce.lk](http://www.airforce.lk), the website of the Sri Lanka Air Force or could inspect free of charge from **29<sup>th</sup> April 2024** until the last date of issuing of Bidding Documents (**Between 0900 hrs to 1500 hrs**) by forwarding written requests to the address mentioned at Para 8 below. The Bidding Documents can be purchased from the Tender Section of the Procurement Division, between **0900 hrs to 1500 hrs** on every working day with effect from **29<sup>th</sup> April 2024** after paying the Non-refundable fee indicated against procurement mentioned at para 1 above, to the Shroff at **LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura**. The last date of issuing of the Bidding Documents is tabulated in para 01 above. The original receipt obtained from the shroff at Sri Lanka Air Force for the payment of Non-refundable fee is to be attached to the bid. A bid without the receipt for the payment of the Non-refundable fee will be considered as an invalid bid. The Bid shall be valid up to **06<sup>th</sup> August 2024. (77 days from the date of opening of the Tender)**.

4. All Interested Bidders who have purchased bidding documents are allowed to inspect the Asphalt Plant at Sri Lanka Air Force Detachment Mamaduwa from **29<sup>th</sup> April 2024 to 20<sup>th</sup> May 2024** between **0900 hrs to 1500 hrs on every working day**.

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

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

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

8. Interested eligible bidders may obtain further information from the **Chief Procurement Officer (Tel. 011-2347694) or Staff Officer Procurement (Tenders) (Tel. 011-2441044 Extension 12915 Fax: 011- 2441553)** or by forwarding written requests to the address mentioned below;

**HAD DIAS**

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

**TP SAMADASA**

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

**HRL ABEYRATHNE**

Squadron Leader  
Assistant Staff Officer Procurement (Tenders)  
Sri Lanka Air Force  
Colombo  
Tel: 011 2441044 (Ex 12916)  
Fax: 011 2441553  
Email: [acpot@slaf.gov.lk](mailto:acpot@slaf.gov.lk)

**Section I**  
**Instructions to Tenderers**

## **SECTION I. INSTRUCTIONS TO TENDERERS (ITB)**

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

### **General**

#### **1. Scope of Tender**

1.1 The PURCHASER **indicated in the Tendering Data Sheet (BDS)**, issues these Tendering 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 Tendering 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 TENDERER is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/ contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the Tendering 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 TENDERER 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 TENDERDER s, with or without the knowledge of the PURCHASER to establish Tender 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 Tender, if it is found that a TENDERDER directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Tenderers**

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

4.2 A TENDERDER shall not have a conflict of interest. All TENDERDER s found to have conflict of interest shall be disqualified. TENDERDER s may be considered to have a conflict of interest with one or more parties in this Tendering 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 Tendering Documents ;  
or

(b). submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender.

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

4.4 Foreign Tenderers may submit a Tender 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 Tendering Documents**

#### **6. Sections of Tendering Documents**

6.1 The Tendering 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 TENDERDER s specified in the ITB sub clause 5 shall download a copy of this Tendering document as **specified in the BDS**.

## **Volume 1**

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

## **Volume 2**

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

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

## **7. Clarification of Tendering Documents**

7.1 A prospective TENDERER requiring any clarification of the Tendering 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 Tenders. The PURCHASER shall forward copies of its response to all those who have purchased the Tendering Documents, including a description of the inquiry but without identifying its source. Should the PURCHASER deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

## **8. Amendment of Tender Documents**

8.1 At any time prior to the deadline for submission of Tenders, the Tendering PURCHASER may amend the Tendering Documents by issuing Documents addendum.

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

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

## **Preparation of Tender**

## **9. Cost of Tendering**

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

## **10. Language of Tender**

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

## **11. Documents Comprising the Tender**

11.1 The Tender shall comprise the following:

- (a) Tender Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Tender Security or Tender -Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Items conform to the Tender Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the TENDERDER's qualifications to perform the contract if its Tender is accepted; and
- (e) Any other document **required in the BDS**.

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

12.1 The TENDERDER shall submit the Tender Submission Form using the form furnished in Section IV, Tendering 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 Tender**

13.1 Alternative tender shall not be considered.

## **14. Tender Prices and Discounts**

14.1 The TENDERDER shall indicate on the Price Schedule the unit prices and total Tender 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 TENDERDER wishes to offer discount as a lot the TENDERDER may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, Tenders 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. TENDERDER s wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.



- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier. However, **VAT shall not be included in the price** but shall be indicated separately;
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
- (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be indicated in the price but shall be indicated separately;
- (iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services and

14.5 The Prices quoted by the TENDERDER shall be fixed during the TENDERDER's performance of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 32.

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

## **15. Currencies of Tender**

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

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

16.1 To establish their eligibility in accordance with ITB Clause 4, TENDERDER shall complete the Tender Submission Form, included in Section IV, Tendering 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 Tendering Documents, the TENDERDER shall furnish as part of its Tender 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 TENDERDER 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 TENDERDER**

18.1 The documentary evidence of the TENDERDER's qualifications to perform the contract if its Tender is accepted shall establish to the PURCHASER's satisfaction:

- (a) A TENDERDER 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, Tendering 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 TENDERDER not doing business within Sri Lanka, the TENDERDER 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 Tenderder meets each of the qualification criterion specified in section III, Evaluation and Qualification Criteria.

## 19. Period of Validity of Tender

19.1 Tenders shall remain valid until the date **specified in the BDS**. A Tender 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 Tender validity date, the PURCHASER may request TENDERDER s to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tenders Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A TENDERDER may refuse the request without forfeiting its Tenders Security. A TENDERDER granting the request shall not be required or permitted to modify its Tender.

## 20. Tender Security

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

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

- (a) At the TENDERDER's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) Be issued by an institution acceptable to PURCHASER. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
- (c) Be substantially in accordance with the form included in Section IV, Tendering 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 Tender not accompanied by a substantially responsive Tender Security or Tender 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 Tender Security of unsuccessful TENDERDER s shall be returned as promptly as possible upon the successful TENDERDER's furnishing of the Performance Security pursuant to ITB Clause 44.

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

- (a) if a TENDERDER withdraws its Tender during the period of Tender validity specified by the TENDERDER on the Tender Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if a TENDERDER does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 31.3
- (c) if the successful TENDERDER fails to:
  - (i) sign the Contract in accordance with ITB Clause 43;
  - (ii) Furnish a Performance Security in accordance with ITB clause 44

## 21. Format and Signing of Tender

21.1 The TENDERDER shall prepare one original of the documents comprising the Tender as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the TENDERDER shall submit a copy of the Tender 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 Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the TENDERDER.

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

## Submission and Opening of Tender

### 22. Submission, Sealing and Marking of Tender

22.1 TENDERDER s may always submit their Tender by mail or by hand.

(a) TENDERDER s submitting Tender by mail or by hand, shall enclose the original and the copy of the Tender 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 TENDERDER;
- (b) Be addressed to the PURCHASER in accordance with ITB Sub-Clause 23.1;
- (c) Bear the specific identification of this Tendering process as **indicated in the BDS**; and
- (d) Bear a warning not to open before the time and date for Tender opening, in accordance with ITB Sub-Clause 27.1.

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

### 23. Deadline for Submission of Tender

23.1 Tenders 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 Tenders by amending the Tendering Documents in accordance with ITB Clause 8, in which case all rights and obligations of the PURCHASER and TENDERDER s previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **24. Late Tender**

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

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

25.1 A TENDERDER may withdraw, or modify its Tender 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 Tender 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 Tenders, in accordance with ITB Clause 23.

25.2 Tenders requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the TENDERDER s only upon notification of contract award to the successful TENDERDER in accordance with sub clause 42.1.

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

#### **26. Tender Opening**

26.1 The PURCHASER shall conduct the Tender 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 Tender may be opened at the discretion of the PURCHASER. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

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

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

## **Evaluation and Comparison of Tender**

### **27. Confidentiality**

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of tender, and recommendation of contract award, shall not be disclosed to TENDERDER s or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a TENDERDER to influence the PURCHASER in the examination, evaluation, comparison, and post-qualification of the Tenders or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITB Sub-Clause 28.2, if any TENDERDER wishes to contact the PURCHASER on any matter related to the Tendering process, from the time of Tender opening to the time of Contract Award, it should do so in writing.

### **28. Clarification of Tenders**

28.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the PURCHASER may, at its discretion, request any TENDERDER for a clarification of its Tender. Any clarification submitted by a TENDERDER in respect to its Tender 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 Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the PURCHASER in the Evaluation of the Tenders, in accordance with ITB Clause 31.

### **29. Responsiveness of Tender**

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

29.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering 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 Tendering Documents, the PURCHASER's rights or the TENDERDER's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive presenting of other TENDERDER s presenting substantially responsive Tenders.

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

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

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

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

30.3 Provided that the Tender 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 TENDERDER that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be disqualified and its Tender Security shall be forfeited or its Tender-Securing Declaration shall be executed.

### **31. Preliminary Examination of Tender**

31.1 The PURCHASER shall examine the Tenders 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 Tender. If any of these documents or information is missing, the Tender shall be rejected.

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

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

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

32.2 The PURCHASER shall evaluate the technical aspects of the Tender submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Tendering 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 Tender is not substantially responsive in accordance with ITB Clause 30, the PURCHASER shall reject the Tender.

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

33.1 If the TENDERDER 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 Tender prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of Tenders 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 Tender evaluation only if **stated in the BDS**. If domestic preference shall be a Tender-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 Tender**

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

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

35.3 To evaluate a Tender, the PURCHASER shall consider the following:

- (a) The Tender Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (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 35 if applicable.

35.4 The PURCHASER's evaluation of a Tender may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 36.3, if **specified in BDS**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders

35.5 If so **specified in the BDS**, these Tendering Documents shall allow Tenderers to quote for one or more lots, and shall allow the PURCHASER to award one or multiple lots to more than one TENDERDER. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

### **36. Comparison of Tender**

36.1 The PURCHASER shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITB Clause 36.

### **37. Post qualification of the TENDERDER**

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

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

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

### **38. PURCHASER's Right to Accept Any Tender, and to reject any or All Tender**

38.1 The PURCHASER reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to TENDERDER s.

## **Award of Contract**



### **39. Award Criteria**

39.1 The PURCHASER shall award the Contract to the TENDERDER whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering Documents, provided further that the TENDERDER 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 Tender and the Tendering Documents.

### **41. Notification of Award**

41.1 Prior to the expiration of the period of Tender validity, the PURCHASER shall notify the successful TENDERDER, in writing, that its Tender 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 TENDERDER's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the PURCHASER will promptly notify each unsuccessful TENDERDER and will discharge its Tender 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 TENDERDER to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful TENDERDER 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 TENDERDER, 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 TENDERDER to each unsuccessful TENDERDER and discharge the Tender Securities of the unsuccessful TENDERDER s pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful TENDERDER 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 Tender Security or execution of the Tender-Securing Declaration. In that event the PURCHASER may award the Contract to the next

lowest evaluated TENDERER, whose offer is substantially responsive and is determined by the PURCHASER to be qualified to perform the Contract satisfactorily.

Apr 2024

**(HAD DIAS)**  
Group Captain  
**CHIEF PROCUREMENT OFFICER**

## **Section II**

# **Tendering Data**

## Section II. Tendering Data Sheet (BDS)

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

ITB Clause	A. General
<b>ITB 1.1</b>	The SELLER is Sri Lanka Air Force of Democratic Socialist Republic of Sri Lanka
<b>ITB 1.1</b>	The name and identification number of the Contract are :  <b><u>SALE OF ASPHALT PLANT AT SRI LANKA AIR FORCE DETACHMENT MAMADUWA</u></b>  Tender reference: <b>(AHQ/24/PUB/MIS/1001)</b>
<b>ITB 2.1</b>	Not applicable
<b>ITB 3.1</b>	The attention of the TENDERDER is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency: <ul style="list-style-type: none"> <li>• Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict</li> </ul>

	<p>confidentiality throughout the process;</p> <ul style="list-style-type: none"> <li>• 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 Tendering process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li> </ul>
<b>ITB 4.1</b>	<p>All TENDERERS shall possess legal rights to purchase the Goods under this contract. Further, interested Tenderers may carry out site inspection of referred Sale Asphalt Plant at Sri Lanka Air Detachment Mamadu with prior approval of the Commander of the Sri Lanka Air Force, Air Force Headquarters, Defence Headquarters Complex, Sri Jayewardenepura, Kotte, Sri Lanka, Fax Nos 011-2347694, 244155. Prior to submission of Tenders.</p> <p>The cost of visiting Sri Lanka Air Force Detachment Mamaduwa shall be at the Tenderer's own expense.</p>
<b>ITB 4.2</b>	<p>A TENDERER shall not have a conflict of interest. All TENDERERS found to have conflict of interest shall be disqualified. TENDERERS may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <p>(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 Tendering Documents ; or</p> <p>(b). submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender.</p>
<b>ITB 4.4</b>	Foreign Tenderers are Not allowed to participate in Tendering.
<b>B. Preparation of Tender</b>	
<b>ITB 9.1</b>	The TENDERER shall bear all the cost in quote involve this tender and the SELLER <b>shall not be responsible</b> for cost involve Tendering process.
<b>ITB 10.1</b>	<p>The Tenders and all related documents to be associated with Tenders and the supporting documents shall be in English language.</p> <p>However, if any supporting documents available in Sinhala can be provided with the Tender.</p>
<b>ITB 14.1</b>	The purchaser shall indicate Price Schedule and unit prices of goods it proposes to be purchased under this Contract.
<b>ITB 15.1</b>	The TENDERER shall quote in <b>Sri Lankan rupees</b> .
<b>ITB 19.1</b>	The period of <b>Tender validity shall be ..... 2024 (77 days)</b> from date of opening of Tender.
<b>ITB 20.2</b>	<p>a. The amount of the Tender security shall be <b>Rs. 100,000.00 (Rupees One Hundred Eight Thousand Only)</b>.</p> <p>b. The validity period of the Tender Security Shall be <b>until .....2024 (105 days from the date of opening of the Tender)</b></p> <p>c. The beneficiary of the Tender security shall be address to the</p>

	<p><b><u>Commander of the Sri Lanka Air Force.</u></b></p> <p>d. Bid security shall be in the format of Bank Guarantee.</p> <p>e. Bid security shall be issued by <b><u>any of the Commercial Bank approved by the Central Bank of Sri Lanka.</u></b></p> <ul style="list-style-type: none"> <li>• A bank operating in Sri Lanka.</li> <li>• A bank based in another country but the guarantee “confirmed” by a bank operating in Sri Lanka.</li> <li>• Construction Guarantee Fund.</li> <li>• Insurance Agencies.</li> </ul> <p>f. Bid security shall be in accordance with the format given in section IV.</p>
	<b>D. Submission and opening of Tender</b>
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelops shall bear the following identification marks  Heading : <b><u>SALE OF ASPHALT PLANT AT SRI LANKA AIR FORCE DETACHMENT MAMADUWA</u></b></p> <p>Tender reference: (AHQ/24/PUB/MIS/1001)</p> <p>Opening Date : <b>2024</b>  Time : <b>1030 hrs</b></p>
<b>ITB 23.1</b>	<p>For the Tender submission purposes, the <b><u>SALE OF ASPHALT PLANT OF THE SRI LANKA AIR FORCE</u></b></p> <p>For the Tender submission purposes, the SELLER’s address is</p> <p>Attention :Chief Procurement Officer</p> <p>Address: Sri Lanka Air Force Headquarters  Defence headquarters Complex, Sri Jayewardenapura,m Kotte.</p> <p>The deadline for the submission of Tenders is :</p> <p>Opening Date : <b>2024</b>  Time : <b>1030 hrs</b></p>
<b>ITB 26.1</b>	<p>The Tender opening shall take place at :</p> <p>Address: Sri Lanka Air Force Headquarters  Defence headquarters Complex, Sri Jayewardenapura, Kotte.</p> <p>Opening Date : <b>2024</b>  Time : <b>1030 hrs</b></p>
	<b>E. Evaluation and comparison of Tender</b>
<b>ITB 27.1</b>	<p>Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of Tender, and recommendation of contract award, shall not be disclosed to TENDERDER s or any other persons not officially concerned with such process until publication of the Contract Award.</p>
<b>ITB 34.1</b>	Domestic preference not applicable
<b>ITB 35.3(b)</b>	The following factors and methodology will be used for evaluation :

	<ul style="list-style-type: none"> <li>a. The Tender price as quoted</li> <li>b. Price adjustment for correction of arithmetic errors</li> <li>c. The SELLER evaluation of a tender may require the consideration of other factors, in addition to the factors stated in this clause. These factors may be related to the characteristics, performances, and terms and conditions of selling of the Goods and Related Services. These effect of the factors selected. If any, shall be expressed in monetary terms to facilitate comparison of the Tenders.</li> </ul>
<b>ITB 35.3(d)</b>	Not applicable
<b>ITB 35.4</b>	Not applicable
<b>ITB 39.1</b>	Preference will be given to the substantially responded highest evaluated Tenderder when awarding the tender.

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

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

#### **Contents**

1. Evaluation Criteria (ITB 35.3{d})
2. Evaluation Criteria (ITB 35.4)

3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

## Section IV. Tendering Forms

### Table of Forms

1. Tender Submission Form.....
2. Price Schedule:.....
3. Tender Security (Guarantee).....
4. Tender-Securing Declaration.....



## 1. Tender Submission Form

*[The TENDERDER 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 Tender Submission]*

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Tender 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 Tender without VAT, including any discounts offered is: *[insert the total Tender price in words and figures]*;
- (d) The total price of our Tender including VAT, and any discounts offered is: *[insert the total Tender price in words and figures]*;
- (e) Our Tender shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the Tender 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 Tender 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 Tender, 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.
- (i) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender 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 Tender Submission Form]*

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

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

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

**Price Schedule Form**

**SALE OF ASPHALT PLANT OF THE SRI LANKA AIR FORCE**

**Contract Identification No: AHQ/24/PUB/MIS/1001**

TENDER DEPOSIT CASH RECEIPT NO .....

NAME .....

ADDRESS .....

**SALE OF ASPHALT PLANT**

<b>Item No</b>	<b>Description</b>	<b>D of Qty</b>	<b>Qty</b>	<b>Owner ship</b>	<b>Unit Price</b>
1	Asphalt Plant	Ea	01	SLAF	
Grand Total					

1. Model of Asphalt Plant – Plant LB 500 with portable type
2. Country of Manufactured – China
3. Year of established (Mamaduwa-Vavuniya) – Year 2012
4. Capacity (Per Day - Out Put) – 250 to 350 Tons of Asphalt
5. Availability of Bins – 04 Bins are available with the capacity of 03 Cubes (Dust, Chip, ¾ Metal, 1” Metal)
6. Bitumen Burner –
  - a. Sun Type (Length 26.4 Feet & Width 7.5 Feet)
  - b. Capacity 30,000 Kg (Bitumen)
7. Dry Burner – Length 18 Feet & Width 4.4 Feet
8. Hot Elevator - Length 38.10 Feet & Width 4.7 Feet
9. Filter system – Total 180 filters with 04 Feet
10. Pillar Bucket - Length 46.5 Feet & Width 5.4 Feet
11. Asphalt Plant Mixture – 01 Tank
12. Three phase Air Compressor
13. CEB Electrical Panel with 400V (Three Phase)
14. Separate Three phase electrical motors – 22 Qty
15. Separate Control Room –
  - a. Qty 01 three phase panel with 400V
  - b. One PLC System
  - c. One dry burner control panel
  - d. One manual control panel
  - e. Computer system with CPU & UPS

Signature of Tenderder

Rubber Seal

Date

**IMPORTANT**

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES / NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
VALIDITY OF TENDER till <b>2024</b>	YES / NO	
VALIDITY OF TENDER BOND till <b>2024</b>	YES / NO	
TENDER BOND NO		
DELIVERY PERIOD		
DISCOUNT OFFERED	YES / NO	

**Contact details of the TENDERDER**

**Name:** .....

**Address:**.....

.....

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

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

**Date** .....

**Signature of TENDERDER** .....

**Affix Company Rubber Seal**

### 3. Tender 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]*

**TENDER UARANTEE**

**No.:** ----- *[insert (by issuing agency) number]*  
*name of the TENDERDER ; if a*

We have been informed that ----- *[insert (by issuing agency) joint*

*venture, list complete legal names of partners]* (hereinafter called "the TENDERDER ") has submitted to

you its Tender dated -----

-- *[insert (by issuing agency) date]* (hereinafter called "the Tender") for the supply of *[insert name of Supplier]* under Invitation for Tenders No. -----

---- *[insert IFB number]* (—the IFB).

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender

Guarantee.

At the request of the TENDERDER , 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 TENDERDER is in breach of its obligation(s) under the Tender conditions, because the TENDERDER :

- (a) has withdrawn its Tender during the period of Tender validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to TENDERDER s (hereinafter —the ITB); or
- (c) having been notified of the acceptance of its Tender by the *PURCHASER* during the period of Tender 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 TENDERDER is the successful TENDERDER, upon our receipt of copies of the Contract signed by the TENDERDER and of the Performance Security issued to you by the TENDERDER ; or (b) if the TENDERDER is not the successful TENDERDER , upon the earlier of (i) our receipt of a copy of your notification to the TENDERDER that the TENDERDER 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. Tender-Securing Declaration

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

Date: -----[insert date by TENDERDER ]

\*Name of contract --[insert name]

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

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

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

We, the undersigned, declare that:

1. We understand that, according to instructions to TENDERDER s (hereinafter “the ITB”), tender must be supported by a tender -securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where Tenders 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 Tenders of this Tender*, if we:
  - (a) withdraw our Tender during the period of Tender validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to TENDERDER s of the Tendering Documents; or
  - (c) having been notified of the acceptance of our Tender by you, during the period of Tender 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 Tender securing shall expire if we are not the successful TENDERDER , upon the earlier of (i) our receipt of a copy of your notification to the TENDERDER that the TENDERDER was unsuccessful; or (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a JV, the Tender Securing Declaration must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tendering, the Tender 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 Tender for and on behalf of *[insert authorizing entity]*

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

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

### **Contents**

- 1. Delivery/Collection Schedule**
- 2. Specifications**
- 3. Inspection and Tests**







## 2. SPECIFICATIONS

### SALE OF ASPHALT PLANT OF THE SRI LANKA AIR FORCE

Contract Identification No: AHQ/24/PUB/MIS/1001

#### SALE OF ASPHALT PLANT

Item No	Description	Model	D of Qty	Qty	Owner ship
1	Asphalt Plant	LB 500	Ea	01	SLAF
Grand Total					

1. Model of Asphalt Plant – Plant LB 500 with portable type
2. Country of Manufactured – China
3. Year of established (Mamaduwa-Vavuniya) – Year 2012
4. Capacity (Per Day - Out Put) – 250 to 350 Tons of Asphalt
5. Availability of Bins – 04 Bins are available with the capacity of 03 Cubes (Dust, Chip, ¾ Metal, 1” Metal)
6. Bitumen Burner –
  - a. Sun Type (Length 26.4 Feet & Width 7.5 Feet)
  - b. Capacity 30,000 Kg (Bitumen)
7. Dry Burner – Length 18 Feet & Width 4.4 Feet
8. Hot Elevator - Length 38.10 Feet & Width 4.7 Feet
9. Filter system – Total 180 filters with 04 Feet
10. Pillar Bucket - Length 46.5 Feet & Width 5.4 Feet
11. Asphalt Plant Mixture – 01 Tank
12. Three phase Air Compressor
13. CEB Electrical Panel with 400V (Three Phase)
14. Separate Three phase electrical motors – 22 Qty
15. Separate Control Room –
  - a. Qty 01 three phase panel with 400V
  - b. One PLC System
  - c. One dry burner control panel
  - d. One manual control panel
  - e. Computer system with CPU & UPS

### **3. Inspections and Tests**

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

Tenderder (competent inspector) to carry out site inspection of referred Asphalt Plant of Sri Lanka Air Force Detachment Mamaduwa with prior approval of the Commander of the Sri Lanka Air Force Headquarters, Defence Headquarters Complex, Sri Jayewardenapura, Kotte, Sri Lanka, Fax Nos +09411-2347694, 2441554. Prior to submission of Tenders.

All interested Tenderers who have purchased tender document may carryout inspection of items at the Sri Lanka Air Force Detachment Mamaduwa from .....2024 to..... 2024 between 0900 hrs to 1500 hrs on every working day.

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

### **1. Definitions**

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

(a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) “Day” means calendar day.

(e) “Completion” means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) “CC” means the Conditions of Contract.

(g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

(i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) “The Project Site,” where applicable, means the place named in the Contract Data.

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

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

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

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

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

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

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

**4.2. Entire Agreement**

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

**4.3 Amendment**

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

**4.4. Severability**

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

## **5. Language**

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

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

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

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

## **7. Eligibility**

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

## **8. Notices**

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

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

## **9. Governing Law**

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

## **10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration

has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3. Notwithstanding any reference to arbitration herein,  
(a) The parties shall continue to perform their respective obligations under the Contract unless the otherwise agree; and,  
(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Scope of Supply**

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

**12. Delivery and Documents**

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

**13. Supplier's Responsibilities**

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

**14. Contract Price**

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

**15. Terms of Payment**

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

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

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

**16. Taxes and Duty**

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

**17. Performance Security**

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

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

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

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

## **18. Copyright**

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

## **19. Confidential Information**

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

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

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

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



## **20. Subcontracting**

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

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

## **21. Specifications and Standards**

21.1 Technical Specifications and drawings

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

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

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

## **22. Packing and Documents**

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

## **23. Insurance**

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

## **24. Transportation**

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

## **25. Inspections and Tests**

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

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

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

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

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

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

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

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

## **26. Liquidated Damages**

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

## **27. Warranty**

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

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

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

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

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

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

## **28. Patent Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including

attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

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

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

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

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

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

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

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

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the

Performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

**31. Force Majeure**

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

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

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders  
And Contract  
Amendments**

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

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

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

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

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

**33. Extensions of  
Time**

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

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

34. **Termination** 34.1 Termination for Default

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

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

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

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

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

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

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

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

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

**35. Assignment**

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



## Section VII. Contract Data

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

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

<b>CC 1.1 (i)</b>	The Seller is: Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka
<b>CC 1.1 (l)</b>	The Project Site(s)/Collection Destination(s) is detach
<b>CC 8.1</b>	For <u>notices</u> , the Seller's address shall be:  Attention: Chief Procurement Officer  Address: Sri Lanka Air Force headquarters, Defence Headquarters Complex, Sri Jayewardenapura, Kotte Telephone: 0112325468 Fax number: 0112347694 /0112441553 Electronic mail address: <a href="mailto:cpd@slaf.gov.lk">cpd@slaf.gov.lk</a>
<b>CC 12.1</b>	Details of collect to be furnished by the buyer if required.
<b>CC 15.1</b>	CC 15.1 – The method and conditions of payment to be made to the buyer is to be settled of the total awarded amount to “Director Finance” at SLAF AFHQ SJP and receipt to be accompanied with the collection of awarded items.
<b>CC 16.1</b>	The buyer shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the seller.
<b>CC 17.1</b>	A Performance Security shall be required.

## **Section VIII. Contract Forms**

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

## **Section VIII**

### **Forms of Tender, Qualification Information, Letter of Acceptance, and Contract**

**Form of Tender**

To: Commander of the Air Force

Date:

Having examined the Tendering documents, we offer to sale of Asphalt Plant at Sri Lanka Air Force Detachment Mamaduwa (AHQ/24/PUB/MIS/1001) in accordance with the Conditions of Contract, seller Requirements, price Schedule accompanying this Tender for the Contract Price of [amount in numbers], .....[amount in words] or any other sum derived in accordance with the said documents.

This Tender and your written acceptance of it, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity required by the Tendering documents and specified in the Tendering Data.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

- a. Clearing method and schedule
- b. When submitting Tenders, a company should attach a statement to the Tender declaring the names of the current Directors and the Shareholder of the company and.
- c. Any other if listed in the Tendering data

<b>Schedule A –clearing method and schedule</b>
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Sheet 01 of.....
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Should response to the requirements given in the seller requirements
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**Schedule B – Directors and the shareholders of the company**

<b>Name</b>	<b>Position</b>	<b>Task</b>

**Schedule c – Annual Turn-over Information**  
(Last five years)

<b>Year</b>	<b>Turn-over</b>	<b>Remarks</b>
1		Attach certified audited reports
2		
3		
4		
5		

**Letter of Acceptance**

[Letterhead paper of the seller]

[Date]

To: [name and address of the BUYER]

This is to notify you that your Tender dated [date] ..../...../..... for sale of Asphalt Plant at Sri Lanka Air Force Detachment Mamaduwa (AHQ/24/PUB/MIS/1001) or the contract price of Rs:.....(Rupees.....), as corrected and modified in accordance with the Instructions to Tenderers 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: \_\_\_\_\_

**FORM OF CONTRACT**

This CONTRACT is made the.....day of the month of .....2024, between, on the one hand, Ministry of Defense (hereinafter called the ‘Seller’) and on the other hand,..... (hereinafter called the ‘BUYER’).

WHEREAS

- (a). The Seller has requested the Buyer to purchase certain properties as defined in the conditions of contract and contract data attached to this contract (hereinafter called the “purchase”);
- (b). the buyer, having presented to the seller that they have the required authority, financial stability, and personal and recourses, have agreed to purchase the property on the terms and condition set forth in this contract at a contract price of .....

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. The Conditions of Contract;
- b. The Contract Data;
- c. The Form of Tender
- d. The price schedule
- e. The seller’s requirements
- f. The following appendix
  - Appendix A: Description of the selling
  - Appendix B: Schedule of Payments
  - Appendix C: services and facilities provided by the seller

2. The mutual rights and obligations of the seller and the buyer shall be as set forth in the Contract, in particular:

- a. The buyer shall carry out the purchase in accordance with the provisions of the Contract; and
- b. The buyer shall make payments to the seller in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of SELLER]

\_\_\_\_\_  
[Authorized Representative]

For and on behalf of [name of BUYER]

\_\_\_\_\_  
[Authorized Representative]

**GENERAL CONDITION II**

**CLEARING OF ITEMS**

The successful Tenderder after signing of an agreement shall remove the Sale of Asphalt Plant within (14) days after paying the due amount full to Director Finance at Sri Lanka Air Force Headquarters, Defence Headquarters Complex, Sri Jayewardenapura, Kotte . If the



items are not removed within the stipulated time, the performance Bond offered by him will be enhanced. Clearing/Transportation costs of items including insurance and obtaining necessary approvals for confirm clearance is to be borne by the successful Tenderder.

### **TAXES / LEVIES AND OTHER CHARGES**

The applicable taxes imposed by the Government of Sri Lanka for import / export of goods are liable to be paid by the successful Tenderers.

### **CAUTION**

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

### **FURTHER INFORMATION**

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

Chief Procurement Officer  
Sir Lanka Air Force Headquarters  
Defence Headquarters Complex  
Sri Jayewardenapura  
Kotte.  
Tel.0094- 11-2325468  
Fax:0094-11-2441554/2347694

**DESCRIPTION OF THE SERVICES**  
To be included after nomination of authorized TEC

**DELIVERY ACCEPTANCE CERTIFICATE**

**APPLICANT:** To be included after nomination of authorized TEC

**BENEFICIARY:** To be included after nomination of authorized TEC

XXXXXXXXXXXXXXXXXXXXXXXXXX.  
XXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

**L/C NO.:** \_\_\_\_\_  
**PEOPLES BANK**  
**INTERNATIONAL DIVISION**  
**PO Box 437**  
**Colombo 2**  
**Sri Lanka**

**DATE OF ISSUE:** \_\_\_\_\_

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

This is to certify that .....has delivered and accepted the consignment, under Contract No. \_\_\_\_\_ in full compliance with all quality and quantity requirements of the Contract and to the satisfaction of SLAF.

.....

**Date**

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

or To be included after nomination of authorized TEC

## APPENDIX

### **Appendix A –Description of the selling items**

Tenders are invited by the Chairman, Departmental Procurement Committee (DPC), on behalf of Sri Lanka Air Force, now invites sealed Tenders from eligible and qualified Tenderers for **“Sale of Asphalt Plant to the Sri Lanka Air Force (AHQ/24/PUB/MIS/1001)”**. The details of the aircraft and related spares are attached as follows to this document.

- a. **Annex ‘A’** - Details of the Asphalt plant

**SALE OF ASPHALT PLANT**

Item No	Description	Model	D of Qty	Qty	Owner ship
1	Asphalt Plant	LB 500	Ea	01	SLAF
Grand Total					

1. Model of Asphalt Plant – Plant LB 500 with portable type
2. Country of Manufactured – China
3. Year of established (Mamaduwa- Vavuniya) – Year 2012
4. Capacity (Per Day - Out Put) – 250 to 350 Tons of Asphalt
5. Availability of Bins – 04 Bins are available with the capacity of 03 Cubes (Dust, Chip,  $\frac{3}{4}$  Metal, 1” Metal)
6. Bitumen Burner –
  - a. Sun Type (Length 26.4 Feet & Width 7.5 Feet)
  - b. Capacity 30,000 Kg (Bitumen)
7. Dry Burner – Length 18 Feet & Width 4.4 Feet
8. Hot Elevator - Length 38.10 Feet & Width 4.7 Feet
9. Filter system – Total 180 filters with 04 Feet
10. Pillar Bucket - Length 46.5 Feet & Width 5.4 Feet
11. Asphalt Plant Mixture – 01 Tank
12. Three phase Air Compressor
13. CEB Electrical Panel with 400V (Three Phase)
14. Separate Three phase electrical motors – 22 Qty
15. Separate Control Room –
  - a. Qty 01 three phase panel with 400V
  - b. One PLC System
  - c. One dry burner control panel
  - d. One manual control panel
  - e. Computer system with CPU & UPS

**APPENDIX B-Schedule of Payments and Reporting Requirements**

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. if no reports are to be submitted, state here “not applicable”*

**APPENDIX C- services and facilities provided by the seller**

Sale of Asphalt Plant can be inspected at the Sri Lanka Air Force Detachment Mamadu after obtaining the security clearance from Sri Lanka Air Force Headquarters.

Any further information regarding this Tender can be obtained on written request from the following officers:

Chief Procurement Officer  
Sri Lanka Air Force Headquarters  
Defence Headquarters Complex  
Sri Jayewardenapura  
Kotte.

Tel.0094- 11-2325468

Fax:0094-11-2441554/2347694

Email: [cpo@slaf.gov.lk](mailto:cpo@slaf.gov.lk), [acpot@slaf.gov.lk](mailto:acpot@slaf.gov.lk)

**Section VIII**  
**CONTRACT FORMS**

## **Section VIII. Contract Forms**

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



**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**

**SALE OF ASPHALT PLANT OF THE SRI LANKA AIR FORCE**

**Tender Identification No: AHQ/24/PUB/MIS/1001**

**TENDER: -.....**

**CONTRACT NO:-SLAF/...../...../...../2024**

**SALE OF ASPHALT PLANT OF THE SRI LANKA AIR FORCE**  
**(SLAF/PD/...../...../2024)**

This indenture is made and entered into on this ..... day of **Two Thousand Twenty Four (2024)** 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 **“BUYER”**)

and

The Secretary Ministry of Defence, for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka, having office at Defence Headquarters Complex Sri Jayewardenapura, Kotte, Sri Lanka and its successors in the said office for the time being acting herein for and on behalf of the **Government of Democratic Socialist Republic of Sri Lanka** of the second part ( hereafter called and referred to as the — **SELLER”**.)

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved by its letter AHQ/24/PUB/MIS/1001 dated 2024 the tender for ..... **Items** more fully described in the **Annex A, B AND C** of this Contract (hereinafter referred to as the — **SCHEDULE OF GOODS**) for the **BUYER**

and

Whereas the BUYER has agreed to purchase the GOODS from the SELLER as per the tender referenced AHQ/24/PUB/MIS/1001 dated ..... 2024 and the SELLER Offer dated ..... 2024 for the **period of ..... 2024 to ..... 2024.**

and

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

In case of any discrepancy between the main body of the Contract and the documents mentioned above, the provisions of the main body of the contract shall prevail.

**WITNESSETH**

Now therefore it is hereby agreed as follows;

**ARTICLE ONE**

**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, B and C.

1.3 The SELLER shall supply the BUYER Qty-01 Asphalt Plant inclusive of technical documentation defined in Annex A.

1.4 The BUYER agrees to accept the above mentioned sale of Asphalt Plant and pay the SELLER the cost specified in Annex ...as per the payment schedule stipulated in Article ...of this contract.

1.5 The technical delivery state of the Sale of Asphalt Plant is 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 unserviceable vehicles and scrap vehicles.

**ARTICLE TWO**

**2.0 TOTAL AMOUNT THE CONTRACT**

2.1 The total amount of this Contract price is in Rupees only .....(..) . The details of which are defined in Annex ...,which includes the following:

<b>Item No</b>	<b>Vehicle No</b>	<b>Description</b>	<b>Type</b>	<b>D of Qty</b>	<b>Qty</b>	<b>Unit Price</b>
1.				Ea	01	
GRAND TOTAL						

2.2 The Contract price shall be fixed and firm.

**ARTICLE THREE**

### **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 Rupees only. All bank charges incurred within Sri Lanka shall be borne by BUYER.

3.2 Recommended Tenderers to pay total amount to Director Finance, Sri Lanka Air Force Headquarters, Sri Jayewardenepura, Kotte within 21 days after confirming the offer.

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. Rupees (RS .....)) to be issued by a Licensed Commercial Bank in ....., preferably a state bank in favour 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 FOUR**

#### **4.0 BANKING CHARGES**

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

### **ARTICLE FIVE**

#### **5.0 INSPECTION, DELIVERY AND ACCEPTANCE**

5.1 Collection of the Asphalt Plant to be made within 21 days of payment after producing the payment receipt to Base Commander, Sri Lanka Air Force Base, Vauniya.

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 SELLER.
- 5.4 The SELLER shall not be totally responsible of the delivery of the SCHEDULE OF GOODS in good quality at the specified site of the SELLER.
- 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. Recommended Tenderers to pay total amount to Director Finance, Sri Lanka Air Force, Headquarters SJP within 21 days after confirming the offer for SCHEDULE OF GOODS by the BUYER as per Article .....
- 5.7 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.
- 5.8 The BUYER shall employ only Sri Lankan labourers both skilled and unskilled in carrying out the work under this contract and such labourers shall be recruited as far as possible from the area in which the work is carried out. Also the BUYER 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 SELLER. Any failure on the part of the BUYER to fulfill the above conditions in the Contract shall the contract liable to cancellation.
- 5.9 The SELLER shall not without the consent and authority in writing of the BUYER, assign or sublet the contract or any part thereof. In this regard consent by the BUYER will not relieve the SELLER from full and entire responsibility for this agreement. The BUYER reserves the right to refuse to recognise a Power of Attorney issued by the SELLER to any person to carry out this contract on his behalf. The BUYER may for reasons, which appear to him sufficient give the SELLER notice in writing of its objections to the employment by the SELLER of any person specified in such notice and no such person shall be employed by the SELLER. The SELLER shall not employ any person suffering from an infectious disease. Breach of this provision shall render this contract liable for termination without compensation to the SELLER.
- 5.10 The SELLER shall inform the BUYER in writing the name/s of its authorised representative/s who shall represent the SELLER, prior to /during the execution of the contract.
- 5.11 The SELLER shall indemnify the Government of Sri Lanka against any claims for compensation by or in respect of any employee of the SELLER, under the Workmen's Compensation Ordinance No. 19 of 1934 or any other statutory amendment or modification thereof. Further, the SELLER shall indemnify the BUYER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by the SELLER.

5.12 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.

5.13 The BUYER shall furnish an unconditional, irrevocable Performance Security, in the form of a Bank Guarantee payable on first written demand by the SELLER on the basis that the BUYER has failed in his obligation to perform this contract in terms of the conditions of the present agreement, for the amount equal to Rupees ..... This Performance Security shall be valid till 31<sup>st</sup> January 2025.

5.14 (a) In the event the SELLER fails to supply the SCHEDULE OF GOODS on due date or period and in the quantity and /or quality as ordered by the BUYER, he shall be held to have failed in the due performance of such orders and the BUYER may cancel such orders without sending any reminders to the SELLER. If the SELLER fails to supply the SCHEDULE OF GOODS continuously in above manner the BUYER may terminate the contract and demand damages without any notice to the SELLER. Further, Contract being so terminated the SELLER is liable to get his name placed in the list of Government Defaulting CONTRACTORS. Such failure will be considered a fundamental breach of the Contract and the BUYER reserves all right to forfeit the Performance Security of the SELLER forthwith on the first demand.

## **ARTICLE SIX**

### **6.0 PACKING, SHIPPING MARKS AND INSURANCE**

6.1 The SELLER SERVICE PROVIDER shall not ensure that the contracted GOODS are packed according to applicable standard.

6.2 The SELLER shall not be liable for any rust damage, losses and all costs incurred thereby, due to inadequate or improper packing made by the BUYER.

## **ARTICLE SEVEN**

### **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 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 EIGHT**

### **8.0 FORCE MAJEURE**

- 8.1 The BUYER or the SELLER shall not be in breach of their obligations, under this contract, if they are unable to perform such obligation(s) as a result of the occurrence of an event of Force Majeure.
- 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 (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, lightning, 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 Fifteen (15) days inform the other party by the special registered letter of the occurrence of Force Majeure for the latter party to postpone the execution of the contract. The letter party shall be entitled to terminate contract in the event the Force Majeure situation in prolong for more than 15 days.

## **ARTICLE NINE**

### **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 TEN**

### **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 ELEVEN**

### **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 TWELVE**

**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 THIRTEEN**

**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.

13.2 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.

13.3 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.

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



## **ARTICLE FOURTEEN**

### **14.0 LIQUIDATED DAMAGES**

14.1 In the event that the SELLER is unable to provide the SCHEDULE OF GOODS within the stipulated period specified in this 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. Such penalty shall be imposed by deduction from the payment due to the SELLER. Provided that if any period of delay has been caused by the BUYER to effect the payment to SELLER upon the acceptance of GOODS, the Liquidated Damages entitled by the BUYER shall be forfeited in consideration of the delay occurred at his end.

14.2 Liquidated Damages shall be calculated only on the balance number of days, having setoff number of days delayed by the SELLER against the number of days, payments are delayed by the BUYER (if any)

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

## **ARTICLE FIFTEEN**

### **15.0 MISCELLANEOUS**

15.1 This Purchase Contract has been drawn up in Sixteen (16) Articles and Annexes from “.....” and “...”, 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.

15.2 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.

15.3 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.

15.4 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.

15.5 The SELLER shall supply GOODS of ‘new’ condition and PMA parts are not accepted by the BUYER.

**ARTICLE SIXTEEN**

**16.0 NOTICES AND ADDRESSES**

16.1 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:

16.2 The BUYER's mailing addresses: Bank

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 Four (2024) for the SUPPLY OF SCHEDULE OF GOODS

..... FOR AND ON BEHALF OF THE PARTY OF THE FIRST PART	..... (.....) <b>THE SECRETARY MINISTRY OF DEFENCE,</b> THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA FOR AND ON BEHALF OF THE PARTY OF THE SECOND PART
--	--

Name : - .....

NIC No:- .....

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

Witness 1

Witness 1

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

Witness 2

Witness 2

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

Performance Bond No :- .....

Bank of issuing :- .....

Date of issue :- .....

Date of Expire :- .....

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

TENDER:- AHQ/24/PUB/MIS/1001

CONTRACT NO:-SLAF/PD/...../...../2024

Dated ..... 2024

S/N	Description	D of Qty	Qty	Unit price without VAT (Rs.)	18/% VAT (Rs.)	Total price with 18% VAT (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)]*

**Invitation for Tenders (IFB)**

.....  
**(RDPB RAJAGURU)**  
**Sqn Ldr**  
**Member**

.....  
**(BLRS BALASOORIYA)**  
**Sqn Ldr**  
**Member**

.....  
**(MWCM WAKISTA)**  
**Gp Capt**  
**Chairman**