SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

BIDDING DOCUMENT

[NATIONAL COMPETITIVE BIDDING]

PURCHASE OF AUTOMATIC GANTRY VEHICLE WASHING PLANTS TO THE SRI LANKA AIR FORCE

TENDER REFERENCE: (AHQ/17/PUB/M&E/1001)

PROCUREMENT OF GOODS AND SERVICES THROUGH NATIONAL COMPETITIVE BIDDING

This Bidding Document has been drawn up in line with the Procurement Guidelines (Goods & Works) – 2006 of National Procurement Agency in view of

a. Maximizing Economy, efficiency and effectiveness (value for money).
b. Adhering to prescribed standards, specifications, local laws rules and regulations and international obligations.
c. Fair, equal and maximum opportunity for interested parties to participate in the Procurement process.
d. Expeditious execution of delivery of Goods and Services.
e. Ensuring transparency and consistency and
f. Retaining confidentiality of information.

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

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

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SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

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

General

1. **Scope of Bid**

1.1 The PURCHASER **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification and number of lots (individual contracts) if any are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

(a) The term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) If the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day.

2. Source of Funds

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

3. Ethics, Fraud and Corruption

3.1 The attention of the BIDDER is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- PartiesassociatedwithProcurementActions,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/contractorsare liable tobe disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The PURCHASER requires the BIDDER s, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit ofthispolicy:

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

(b). "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c). "collusive practice" means a scheme or arrangement between two or more BIDDER s, with or without the knowledge of the PURCHASER to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If thePURCHASER found any unethical practices as stipulated under ITB Clause 3.2, the PURCHASER will reject a bid, if it is found that a BIDDER directlyor through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing forthe Contract in question.

4. Eligible Bidders

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

4.2 A BIDDER shall not have a conflict of interest. All BIDDERS found to have conflict of interest shall be disqualified. BIDDERS may be considered to have a conflict of interest with one or moreparties in this biddingprocess, if they:

(a). are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the PURCHASER to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

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

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

4.4 Foreign BIDDERs may submit a bid only if so **stated in the BDS**.

5. Eligible Goods and Related Services

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 and related services supplied shall be complied with other internationally accepted standards other than **specified in the BDS.**

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Special Conditions
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

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

7. Clarification of Bidding Documents

7.1 A prospective BIDDER requiring any clarification of the Bidding including the restrictiveness of specifications shall contact the PURCHASER in writing at the PURCHASER's address **specified in the BDS**. The PURCHASERwillrespond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The PURCHASER shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the PURCHASER deem it

necessary to amend the Bidding Documents as a result of a clarification, it shall do so following theprocedure under ITB Clause 8.

8. Amendment of Bidding Documents

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

8.2 Any addendum issued shall be part of the Bidding Documents and shallbecommunicated in writing to all who havepurchased the Bidding Documents.

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

PreparationofBids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

(c) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(d) Documentaryevidence in accordance with ITB Clause 18 establishing the BIDDER's qualifications to perform the contract if its bid is accepted; and

(e) Any other document **required in the BDS**.

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The BIDDER shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a BIDDER wishes to offer discount as a lot the BIDDER may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. BIDDER s wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier. However, **VAT shall not be included in the price** but shall be indicated separately;

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

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

14.7 If the BIDDERs are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the price schedule in addition to the net value of the Bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bids and any BIDDER who does not declare his/her VAT registration number will be liable for rejection of the Bid. All BIDDER s who do not pay VAT shall submit

the VAT exception letter issued by the Inland Revenue Department along with the bid. It is essential that the Unit Prices of the Article or Services be inclusive of NBT Tax, if applicable.

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

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the BIDDER

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

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

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

17.2 The documentary evidence may be in the form of literature, drawings or data,and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The BIDDER shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the PURCHASER.

18. Documents Establishing the Qualifications of the BIDDER

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

(a) A BIDDER that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply theseGoods;

(b) that, if **required in the BDS**, in case of a BIDDER not doingbusiness within Sri Lanka, the BIDDER is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the PURCHASER as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the PURCHASER may request BIDDER s to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A BIDDER may refuse the request without forfeiting its Bid Security. A BIDDER granting the request shall not be required or permitted to modify its bid.

20. Bid Security

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

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

(a) At the BIDDER's option, be in the form of a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) Be issued by an institution acceptable to PURCHASER. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) Be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) Be payable promptly upon written demand by the PURCHASER in case the conditions listed in ITB Clause 20.5 are invoked;

(e) Be submitted in its original form; copies will not be accepted;

(f) Remain valid for the period **specified in the BDS**

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

20.4 The Bid Security of unsuccessful BIDDER s shall be returned as promptly as possible upon the successful BIDDER's furnishing of the Performance Security pursuant to ITB Clause 44.

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

(a) If a BIDDER withdraws its bid during the period of bid validity specified by the BIDDER on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

(b) If a BIDDER does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 31.3

(c) If the successful BIDDER fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) Furnish a Performance Security in accordance with ITB clause 44

21. Format and Signing of Bid

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

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

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

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 BIDDER s may always submit their bids by mail or by hand.

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

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the BIDDER;

(b) Be addressed to the PURCHASER in accordance with ITB Sub-Clause 23.1;

(c) Bear the specific identification of this bidding process as **indicated in the BDS**; and

(d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

23. Deadline for Submission of Bids

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

23.2 The PURCHASER may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the PURCHASER and BIDDER s previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal and Modification of Bids

25.1 A BIDDER may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) Received by the PURCHASER prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26. Samples

26.1 Not applicable.

27. Bid Opening

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

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

27.3 All other envelopes shall be opened one at a time, reading out: the name of the BIDDER and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing

Declaration, if required; and any other details as the PURCHASER may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

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

Evaluation and Comparison of Bids

28. Confidentiality

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

28.2 Any effort by a BIDDER to influence the PURCHASER in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, if any BIDDER wishes to contact the PURCHASER on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the PURCHASER may, at its discretion, request any BIDDER for a clarification of its Bid. Any clarification submitted by a BIDDER in respect to its Bid and that is not in response to a request by the PURCHASER shall not be considered for purpose of evaluation. The PURCHASER's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the PURCHASER in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

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

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. One that: A material deviation, reservation, or omission is

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, the PURCHASER's rights or the BIDDER's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive presenting of other BIDDER s presenting substantially responsive bids.

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

31. Non conformities, Errors and Omissions

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

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the PURCHASER there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an

arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

32. Preliminary Examination of Bids

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

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

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing declaration in accordance with ITB Clause 20.

33. Examination of Terms and Conditions; Technical Evaluation

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

33.2 The PURCHASER shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the PURCHASER determines that the Bid is not substantially responsive in accordance with ITB Clause 30, the PURCHASER shall reject the Bid.

34. Conversion to Single Currency

34.1 If the BIDDER s are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the PURCHASER shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

35. Domestic Preference

35.1 Domestic preference shall be a factor in bid evaluation only if**stated in the BDS**. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

36. Evaluation of Bids

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

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

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

(a) The Bid Price as quoted in accordance with clause 14;

(b) 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.

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

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

37. Comparison of Bids

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

38. Post qualification of the BIDDER

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

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

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

39. PURCHASER's Right to Accept Any Bid, and to rejectany or All Bids

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

Award of Contract

40. Award Criteria

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

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

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

42. Notification of Award

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

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

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

43. Signing of Contract

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

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

44. Performance Security

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

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

45. Payment Method

45.1 Minimum 45 days of credit period is required. Other payment options subjected to Departmental Procurement Committee decision.

-Signed-
(HMMSB HERATH)
Group Captain
CHIEF PROCUREMENT OFFICER

11th January 2017

Section II. Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	**A. General**
ITB 1.1	The PURCHASER is Sri Lanka Air Force Democratic Socialist Republic of Sri Lanka
ITB 1.1	The name and identification number of the Contract are : Purchase Of qty 02 Automatic Gantry Vehicle Washing Plants for the Sri Lanka Air Force Tender reference:(AHQ/17/PUB/M&E/1001)
ITB 2.1	The source of funding is Government of Democratic Socialist Republic Of Sri Lanka
ITB 4.4	Foreign BIDDERS are not allowed to participate in bidding.
ITB 5.1	All specifications and special conditions are stipulated at Volume- 2, Section III and Section V Schedule of requirements respectively.
	B. Contents of Bidding Documents
ITB 6.1	Bidding document of this tender shall be downloaded from the Sri Lanka Air Force web site (http://www.airforce.lk).
ITB 7.1	For **Clarification of bid purposes** only, the PURCHASER's address is: Attention : Chief Procurement Officer Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02. Telephone: 0112325468 Facsimile number: 0112347694 /0112441553 Electronic mail address: CPO@slaf.gov.lk

	C. Preparation of Bids
ITB 11.1 (e)	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate. (b) Annual Reports / Audited Final Account of the last three years (2013, 2014, 2015). (c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details from the manufacturer. (d) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (e) Past performance report in the similar type of contracts (No of units sold locally/ other countries). (f) Certificate from the manufacturer should be provided. (g) Authorization issued for the local agent by the manufacturer to quote on behalf.
ITB 13.1	(a) Alternative bids submitted by a bidder, shall be considered as a separate bid and it shall be supported with an independent form of bid and bid security. However, the alternative bid shall not be considered for the purpose of evaluation. (b) If the original Bid submitted by the Bidder is considered as the lowest evaluated and substantially responsive Bid, the bidder's alternative Bid will be compared with his original Bid. (c) Under no circumstance an alternate bid shall be accepted at a higher price than the bid price of the original bid.
ITB 14.3	Not Applicable
ITB 15.1	The BIDDER shall quote in Sri Lankan rupees.
ITB 17.3	(a) Period of time the goods are expected to be functioning (for the purpose of spare parts) (b) Required spares for servicing and repairs should be available for next five (05) years from the date of award the contract. (c) Availability of servicing facility in Sri Lanka. (d) All necessary screws, bolts, nuts, Cables, and remote operational panel to be provided with the plant.
ITB 18.1 (b)	After sales services is Required
ITB 19.1	The Bid shall valid until 05th May 2017 (91 days from the date of opening of the bids)
ITB 20.1	Bid shall included a bid security issued by bank included in section IV bidding forms

ITB 20.2	**a. The Amount of the Bid security shall be One Percent (1%) from the total value of the bids.** b. The validity period of the Bid Security Shall be until 03rd June 2017 (120 days from the date of opening of the bids) c. The beneficiary of the bid security shall be address to the **Commander of the Sri Lanka Air Force**
	D. Submission and opening of Bids
ITB 22.2 (c)	The inner and outer envelops shall bear the following identification marks Heading : Purchase Of Qty 02 Automatic Gantry Vehicle Washing Plants for the Sri Lanka Air Force Tender reference:AHQ/17/PUB/M&E/1001 Opening Date : 02ndFebruary2017
ITB 23.1	For the bid submission purposes, the PURCHASER's address is Attention :Chief Procurement Officer Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02. The deadline for the submission of bids is : Date:02nd February 2017 Time: 1030 hrs
ITB 27.1	The bid opening shall take place at : Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02. Date: 02nd February 2017 Time: 1030 hrs
	E. Evaluation and comparison of bids
ITB 35.1	Domestic preference shall not be a bid evaluation factor
ITB 36.3(d)	Not applicable
ITB 36.4	The following factors and methodology will be used for evaluation : a. Delivery period may consider during the evaluation.
ITB 36.5	Not applicable

Section III. Special Conditions

1. The items are to be delivered and installed at two sites mentioned by the Sri Lanka Air Force.

2. A priority will be given for the offer with lesser delivery period.

Section IV. Bidding Forms

Table of Forms

Bid Submission Form .....

Price Schedule:.....

Bid Security (Guarantee) .....

Bid-Securing Declaration .....

Bid Submission Form

[Note: the PURCHASER is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

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

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

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

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*

(d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

Price Schedule

IMPORTANT

* Please refer to **ITB 14 and 21** prior to indicate the prices. The total amount of each item shall be written in words in the space given against them.

S/N	Description	D of Qty	Qty	Unit Price without VAT (Rs)	VAT (Rs) (15%)	Unit Price with VAT (Rs)	Total Price with VAT (Rs)
1	Purchase of Automatic Gantry Vehicle Washing Plants	Ea	02				

* The price schedule shall be authenticated by the BIDDER.

* The BIDDER shall ensure that all the details provided herein are 100% accurate.

* It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated separately in the price schedule.

* Please indicate the details listed below with regard to the above items.

S/N	Item	Description							
		Brand	Model	Make	Country of origin	Guaranty/ Warranty Period	VAT Reg No.	Bid Validity (91 days) 04th May 2017	Delivery Period
1	Purchase of Automatic Gantry Vehicle Washing Plants							Agreed/ Not Agreed	

Contact details of the BIDDER

Name: ……..

Address:……..

……..……

Tel:……/……../…….

Fax: …….. Email. ……

Date …… Signature of BIDDER ……

Affix Company Rubber Seal

Bid Guarantee

[Note: the PURCHASER is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

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

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

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

Date: -------- *[insert (by issuing agency) date]*

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

We have been informed that --------- *[insert (by issuing agency) name of the BIDDER ; if a joint venture, list complete legal names of partners]* (hereinafter called "the BIDDER ") has submitted to you its bid dated --------- *[insert (by issuing agency) date]*(hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ---------- *[insert IFB number]* ("the IFB").

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

At the request of the BIDDER , we ---------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- *[insert amount in figures]* ----------*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the BIDDER is in breach of its obligation(s) under the bid conditions, because the BIDDER :

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to BIDDER s (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the PURCHASER during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

Bid-Securing Declaration

[Note: the PURCHASER is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

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

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

Name of contract --[insert name]*

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

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

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

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

Duly authorized to sign the bid 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. **Technical Specifications**
2. **Inspection and tests**

TECHNICAL SPECIFICATIONS

Specifications:-

* Capability of washing both cars and vans.
*. Availability of Brush wash facility with shampoo
*. Availability of Foam spray facility
*. Availability of Wheel wash facility
*. Availability of Pre-wash facility
*. Availability of Rinsing with drying agent and waxing
* Availability of under carriages washing facility.
*. Washing height : 2700MM (±100)
*. Washing width : 2000MM (±30)
*. Plant Height : 3600MM (±100)
*. Plant width : 3500MM (±100)
*. Power supply requirement :(3PH, 400V, 50HZ) 15KW or above.
*. Water supply requirement : 40 ± 10L/MIN AT A PRESSURE OF 04-06 BAR

Other Technical Features:-

*. Availability of roof, side brushes and drier with necessary safety controls.
*. All drive motors to be frequency converter controlled type for smooth operation.
*. All necessary installation materials to be provided for supplying of power

Other Condition

*. Complete installation of the washing plants at two sites.
* Used water drainage system to be constructed as appropriate.
*. All necessary screws bolts, Nuts, Cables and remote operation panel to be provided with the plant.
*. Familiarization training to be provided
*. Availability of required spares for servicing/repairs for next 05 years
* Providing of required cleaning solvent/liquid for washing of qty 100 vehicle.
* No of units sold locally / other countries – To be indicated
* Brochure (original) should be provided.
* Country of origin to be indicated
* Brand Name to be indicated
* Warranty forMinimum 15 month from the Manufacturer. (Certificate from the manufacturer should be provided)

The relevant work scope is as follows.

* Washing booths shall be constructed to the specifications of the SLAF and completed SLAF required features.
* Reinforced cement concrete (RCC) foundation to the suit the ground conditions.
* Structural steel columns, the beams and roof framework finished with one (01) coat of primer and two (02) coats of finishing paints.
* Roof drainage system with down pipes.
* Used water drainage system to be constructed on appropriate manner.
* Internal electrical wiring, fittings and necessary controls.
* RCC floor complete with gradient recommended by the manufacturer.

Inspections and Tests

As per the contract agreement

Section VI. Conditions of Contract

A Formal Contract agreement will be executed from the successful BIDDER /BIDDER s.

Section VII. Contract Data

As per the Contract agreement

Section VIII. Contract Forms

01. Contract Agreement

02. Performance Security

03. Bank Guarantee for advanced payment

*** Formats will be submit along with the Letter of award**

Paper Advertisement

INVITATION FOR BIDS

PURCHASE OF CLOTHING ITEMS AND AUTOMATIC GANTRY VEHICLE WASHING PLANTS OF THE SRI LANKA AIR FORCE

1. The Chairman, Department Procurement Committee of the Sri Lanka Air Force, No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, will receive sealed tenders for the following requirements of the Sri Lanka Air Force for year 2017.

Tender Identification Number	Bidding Category	Description	Den of Qty	Qty	Date and time of Tender closing / opening
AHQ/16/PUB/CLO/1014	Purchase	Purchase of Jogging Shoes (Running Shoes)	**Details are comprehensively provided in the bidding document**		03rd February 2017 at 1030 Hrs.
AHQ/16/PUB/CLO/1015	Purchase	Purchase of Working Dress Shirting Material			02nd February 2017 at 1030 Hrs.
AHQ/16/PUB/CLO/1016	Purchase	Purchase of Shoes Black Rubber			03rd February 2017 at 1030 Hrs.
AHQ/16/PUB/CLO/1017	Purchase	Purchase of Traditional/ Non Traditional Dance Costumes Items			02nd February 2017 at 1030 Hrs.
AHQ/17/PUB/M&E/1001	Purchase	Purchase of qty 02 Automatic Gantry Vehicle Washing Plants			02nd February 2017 at 1030 Hrs.

2. Bidding will be conducted through National Competitive Bidding (NCB).

3. A complete set of bidding documents with regard to each of the above, in English, could be downloaded by the prospective bidders from the Sri Lanka Air Force website www.airforce.lk. The details of the tenders are comprehensively given in the bidding documents posted on the web and the prices shall be indicated by the prospective bidders in the price schedule against each item provided therein.

4. The downloaded bidding documents along with other relevant documents addressed to the Chairman, Department Procurement Committee, Sri Lanka Air Force, Colombo 02 are to be deposited in the Tender box at the Main Guard Room No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 or could be dispatched through registered post to reach before the closing time.

5. Tenders will be closed on the date and the time mentioned above and bids will be opened immediately after closing of the tenders. Bidders or their authorized representatives will be permitted to be present during the opening by proving their identity and letters of authorization from their employers. Late bidders or representatives arriving after the tender closing time will not be permitted to attend the bid opening process.

6. For further details, please contact the Chief Procurement Officer (Tel. 011-2325468) or Procurement Officer Tenders (Tel. 011-2441553 or 011-2441044 Extension 23569), Sri Lanka Air Force, No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02. (Fax: 011- 2441553 and 011 -2347694).

COMMANDER OF THE AIR FORCE

Air Force Headquarters
P.O. Box 1592
Colombo 02