

**SRI LANKA AIR FORCE**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**



**BIDDING DOCUMENT**

**[NATIONAL COMPETITIVE BIDDING]**

**ANNUAL CONTRACT FOR THE PURCHASE OF  
EARPLUG FOR THE SRI LANKA AIR FORCE  
YEAR 2018**

**TENDER REFERENCE: (AHQ/17/PUB/D/1005)**

**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 and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts) if any, are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.

#### 2. Source of Funds

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

#### 3. Ethics, Fraud and Corruption

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

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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

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

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

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

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

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

#### **4. Eligible Bidders**

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

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

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

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

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

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

### Volume 1

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

### Volume 2

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

6.2 The BIDDERS 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 BIDDERS requiring any clarification of the Bidding including the restrictiveness of specifications shall contact the PURCHASER in writing at the PURCHASER address **specified in the BDS.** The PURCHASER will respond in writing to any request for clarification, provided that such request

is received no later than ten (10) days prior to the deadline for submission of bids. The PURCHASER shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the PURCHASER deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

## **8. Amendment of Bidding Documents**

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

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

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

## **Preparation of Bids**

## **9. Cost of Bidding**

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

## **10. Language of Bid**

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

## **11. Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

- (d) Documentary evidence in accordance with ITB Clause 18 establishing the BIDDER's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document **required in the BDS**.

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

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

## **13. Alternative Bids**

13.1 Alternative bids shall not be considered.

## **14. Bid Prices and Discounts**

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

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

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. 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 BIDDERS 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, BIDDERS shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

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

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

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

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



## **18. Documents Establishing the Qualifications of the BIDDER**

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

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

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

## **19. Period of Validity of Bids**

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

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

## **20. Bid Security**

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

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

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

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

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

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

- (e) Be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period **specified in the BDS**

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

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

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

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

### **Submission and Opening of Bids**

## **22. Submission, Sealing and Marking of Bids**

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

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the BIDDER;
- (b) Be addressed to the SERVICE RECIPIENTS 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 BIDDERS previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **24. Late Bids**

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

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

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

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

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

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

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

shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all BIDDERS 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 BIDDERS 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 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 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 rights or the BIDDER's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive presenting of other BIDDERS presenting substantially responsive bids.

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

### **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 evaluation to 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 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 reject any 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 BIDDERS.

**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

23<sup>rd</sup> October 2017

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

## Section II. Bidding Data Sheet (BDS)

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

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

ITB Clause	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 :  <b>ANNUAL CONTRACT FOR THE PURCHASE OF EARPLUG FOR THE SRI LANKA AIR FORCE YEAR 2018</b>  Tender reference: <b>AHQ/17/PUB/D/1005</b>
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>B. Contents of Bidding Documents</b>	
ITB 6.1	<b>Bidding documents could be inspected by interested bidders from the Sri Lanka Air Force website <a href="http://www.airforce.lk">www.airforce.lk</a> and may purchase between 1000 hrs and 1300 hrs on every working day from the Shroff Sri Lanka Air Force Station Colombo between before the closing date of the bids upon payment of a non-refundable fee of Rs. 3000.00 for each procurement The offers without the receipt of the payment will not be accepted.</b>
ITB 7.1	For <b><u>Clarification of bid purposes</u></b> only, the PURCHASER 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
<b>C. Preparation of Bids</b>	

<b>ITB 11.1</b> <b>(e)</b>	<p>The BIDDER shall submit the following additional documents:</p> <p>(a) A copy of company registration certificate.</p> <p>(b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department.</p> <p>(c) The offer shall be submitted along with original catalogues/sketches/diagrams/broachers/warranty certificate / pictures and technical details.</p>
<b>ITB 14.3</b>	Not Applicable
<b>ITB 15.1</b>	The BIDDER shall quote in Sri Lankan rupees.
<b>ITB 17.3</b>	Not applicable
<b>ITB 18.1</b> <b>(a)</b>	Not applicable
<b>ITB 18.1</b> <b>(b)</b>	Not applicable
<b>ITB 19.1</b>	The Bid shall valid until <b>31<sup>st</sup> December 2018.</b>
<b>ITB 20.1</b>	Bid shall included a bid security issued by bank included in section IV bidding forms
<b>ITB 20.2</b>	<p><b>a. The amount of the bid security shall be Rs : 20,000.00</b></p> <p><b>b. The validity period of the Bid Security Shall be until 31<sup>st</sup> March 2018.</b></p> <p><b>c. The beneficiary of the bid security shall be address to the Commander of the Sri Lanka Air Force</b></p>

<b>D. Submission and opening of Bids</b>	
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks</p> <p>Heading : <b>ANNUAL CONTRACT FOR THE PURCHASE OF EAYPLUG FOR THE SRI LANKA AIR FORCE YEAR 2018</b></p> <p>Tender reference: <b>AHQ/17/PUB/D/1005</b></p> <p>Opening Date :<b>13<sup>th</sup> November 2017</b></p>
<b>ITB 23.1</b>	<p>For the bid submission purposes, the <b>ANNUAL CONTRACT FOR THE PURCHASE OF EAYPLUG FOR THE SRI LANKA AIR FORCE YEAR 2018</b> address is</p> <p>Attention :Chief Procurement Officer</p> <p>Address:No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>The deadline for the submission of bids is :</p> <p>Date: <b>13<sup>th</sup> November 2017</b></p> <p>Time:<b>1030hrs</b></p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at :</p> <p>Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>Date: <b>13<sup>th</sup> November 2017</b></p> <p>Time:<b>1030hrs</b></p>
<b>E. Evaluation and comparison of bids</b>	
<b>ITB 35.1</b>	Domestic preference shall not be a bid evaluation factor
<b>ITB 36.3(d)</b>	Not applicable
<b>ITB 36.4</b>	<p>The following factors and methodology will be used for evaluation :</p> <p style="padding-left: 40px;">a. 14days of Delivery period may consider during the evaluation. Least delivery period will be prioritise as per the existing requirement.</p>
<b>ITB 36.5</b>	Not applicable

### Section III. Special Conditions

**Important:**

**PURCHASE OF EARPLUGS FOR ALL FORMATIONS**

1. The following terms and conditions to be informed to the suppliers, in calling quotations.
  - a. Determination of Quantity (D of Q) for supplying items is required to be indicated, if it differs from the demanded D of Q by SLAF.
  - b. The sample and the specifications of the item is to be forwarded along with the quotations for evaluation.
  - c. Following are to be indicated on the quotation. *(The offers that do not meet these conditions are liable to be rejected.)*

Details required		
S/N o	Description	Bidder's response
1	Year of Manufacture	
2	Country of Origin	
3	Brand Name	
4	Delivery period	
5	Noise Reduction Rating (NRR)	
<b>Note:</b> If supplier required any document it should indicate on the initial quotation and subsequent requests will not be entertained.		

1. **The general specification:** Earplug must be consisted with **Casing, String and Chain.**
2. **Detailed specification:**
  - a. **Option-I:**



**b. Option-II:**



## **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 unit price with VAT shall be written in words in the space given against them.

S /No	Epas No	Description	D of Qty	Qty	Period of Validity of Prices 01 <sup>st</sup> January 2018 To 31 <sup>st</sup> December 2018.		
					Unit Price (Rs.)	VAT (Rs) (...%)	Unit Price with VAT(Rs)
1	SLAF1730015240	Earplug (Yellow Colour) complete with Box, String and Chain	EA	1.00			

- \* 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.

**IMPORTANT**

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES /NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
VALIDITY OF BID till <b>31<sup>st</sup> December 2018</b>	YES / NO	
VALIDITY OF BID BOND till <b>31<sup>st</sup> March 2018</b>	YES / NO	
BID BOND NO		
DELIVERY PERIOD (14 Days)		
DISCOUNT OFFERED	YES / NO	

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

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

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

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

## **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<sup>o</sup>: -----[insert number]

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

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

We, the undersigned, declare that:

1. We understand that, according to instructions to **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**

## **SPECIFICATIONS**

**As mentioned in the special conditions**



## **Inspections and Tests**

**As per the Contract agreement.**

**Section VI.**

**CONTRACT AGREEMENT**



**CONTRACT**

**Between**

**THE BUYER  
SRI LANKA AIR FORCE**

**for and on behalf of**

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

**and**

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

**for the**

**SUPPLY OF ..... ANNUAL CONTRACT BASIS TO THE SRI LANKA  
AIR FORCE FOR THE YEAR 2018**

**TENDER: -AHQ/17/PUB/...../.....  
CONTRACT NO:-SLAF/PD/PUB/...../2017**

**CONTRACT AGREEMENT FOR SUPPLY OF ..... ON ANNUAL CONTRACT BASIS TO THE SRI LANKA AIR FORCE FOR THE YEAR 2018 (SLAF/PD/PUB/...../2017)**

This indenture is made and entered into on this ..... day of December two thousand seventeen (2017) between MR. ....Carrying on Business Under the Name of ..... with other partner/s having its registered office at No ..... and its heirs, executors and administrators of the first part, (hereinafter called and referred to as the “SELLER”)

and

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

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved by its letter AHQ/17/PUB/D/1003.dated ..... December 2017 the tender for ..... Items more fully described in the Annex A of this Contract (hereinafter referred to as the “ SCHEDULE OF GOODS”) for the BUYER

and

Whereas the BUYER has agreed to procure the GOODS from the SELLER as per the tender referenced AHQ/17/PUB/D/1003 dated ..... 2017 and the SELLER Offer dated ..... September 2017 for the period of 01<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018.

and

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

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

WITNESSETH

Now therefore it is hereby agreed as follows;

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

**AHQ/17/PUB/...../.....**

3. The Goods supplied to the BUYER shall be within 14 days from the date of the order form.
4. The payments to be made to the SELLER upon presentation of invoices on for the SCHEDULE OF GOODS along with duly completed F 666 (Government Contractors' Bill) in one copy subjected to 45 days of credit facility period.
5. The SELLER shall if so required by the BUYER appoints a representative to represent him in all matters relating to this contract as per the Article 15.
6. The quality and quantity of the SCHEDULE OF GOODS shall be the best in their respective kind and comply with the specification given by the BUYER.
7. The SELLER shall be totally responsible of the delivery of the SCHEDULE OF GOODS in good quality at the specified site of the BUYER.
8. The representative of the BUYER shall inspect the SCHEDULE OF GOODS and reserves the right to reject any SCHEDULE OF GOODS if he considers those to be inferior quality or condition.
9. The payment shall be made after the receipt and acceptance of SCHEDULE OF GOODS by the BUYER as per Article 08.
10. In the event the SELLER fails to supply the SCHEDULE OF GOODS properly, the BUYER shall be at the liberty to purchase such SCHEDULE OF GOODS elsewhere on account and at the risk of the SELLER at any price. In such an event, the BUYER may encash the Performance Security submitted by the SELLER and take any remedial action under this Contract.
11. In such an event, if the SCHEDULE OF GOODS purchased by the BUYER is obtained at excess cost (more than the contract price) the SELLER shall be liable to pay the BUYER such price and all expenses involved with such purchase together with a sum of Ten Percent (10%) of the invoice value for the first default and Twenty Five Percent (25%) of the invoice value for each subsequent defaults as liquidated damages and not as a penalty for the partial failure of the Contract.
12. It is hereby expressly agreed between the parties to these presents that any of the SCHEDULE OF GOODS supplied by the SELLER, in the opinion of the BUYER to be of a quality inferior to that described in the schedule it shall be lawful for the BUYER in its discretion to ;

- a. Reject the SCHEDULE OF GOODS
- b. Warn the SELLER in writing
- c. Reduce the price by Ten Percent (10%) from the invoice of the redelivered SCHEDULE OF GOODS confirming to the requirements of this Contract.

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

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

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

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

17. The BUYER shall not be held responsible or liable for any damages that may be incurred by the SELLER as a result of war, disturbance, strikes, lock outs, earthquakes, fires, storms or floods or other hindrances or acts of God or beyond the control of the BUYER at any time during the tenure of this contract.

18. The SELLER shall furnish an unconditional, irrevocable Performance Security, in the form of a Bank Guarantee payable on first written demand by the BUYER on the basis that the SELLER has failed in his obligation to perform this contract in terms of the conditions of the present agreement, for the amount equal to Rupees ..... This Performance Security shall be valid till 31<sup>st</sup> January 2019.

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

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

(c) If the SELLER shall in any manner neglect or fail to carry on the work or performance of the terms of the agreement with due diligence or violates any of the terms of this agreement the BUYER shall be entitled to terminate the agreement and demand damages.

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

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

21. For any disputes or difference arising between the parties out of or in connection with the contract, the parties agree to take appropriate measures to settle the dispute or disagreement which may arise out of or in connection with this contract by means of negotiation. If the dispute cannot be settled amicably this contract shall be governed by the laws of Sri Lanka to be dealt which by means of civil litigation in Courts of Sri Lanka.

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

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

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

**AHQ/17/PUB/...../.....**

25.1 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 inconsideration of the delay occurred at his end.

25.2 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)

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

IN WITNESS WHEREOF the said BUYER and the said SELLER have herein to set their representatives hands in Colombo on the ..... of December Two Thousand Seventeen (2017) for the "SUPPLY OF SCHEDULE OF GOODS"

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

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

Name :- .....

NIC No:- .....

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

Witness 1

Witness 1

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

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

Witness 2

Witness 2

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

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

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



ANNEX "A"  
TENDER:-AHQ/17/PUB/D/1005  
CONTRACT NO:-SLAF/PD/PUB/..../2017  
Dated ..... December 2017

SCHEDULE OF ITEMS

S/N	Description	D of Qty	Qty	Unit price without VAT (Rs.)	15% VAT (Rs.)	Total price with 15% VAT (Rs.)

Delivery Period 14 Days

Delivery destination shall be Sri Lanka Air Force Base Katunayake.

## **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**

# Invitation for Bids (IFB)

## Paper Advertisement



### **PROCUREMENT OF GOODS AND SERVICES ON RATE RUNNING CONTRACT BASIS FOR YEAR 2018 TO THE SRI LANKA AIR FORCE**

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

Procurement Identification Number	Description	Procurement Method	Date and time of Bid closing	Non Refundable Fee (Rs.)
AHQ/17/PUB/D/1005	Procurement of Earplugs (Yellow Colour)	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/M&E/ 1005 RE I	Procurement of Air Conditioner Spare Parts	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1006	Obtaining of Freight Services for Air Lifting of Cargo from Sri Lanka Air Force (port to port basis)	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1007	Obtaining of Freight Services for Air Transportation of Export and Import Cargo to and from South Sudan and Central Africa	NCB	14 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1008	Obtaining of Freight Services for Sea Transportation of Export and Import Cargo to and from South Sudan and Central Africa	NCB	14 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1009	Obtaining of Fumigation services for Wooden Boxes and Containers use for Cargo Export	NCB	14 Nov 2017 at 1030 Hrs	3,000.00

2. Complete set of bidding documents in English language could be inspected by interested bidders from the Sri Lanka Air Force website [www.airforce.lk](http://www.airforce.lk) and may purchase from 1000 hrs and 1300 hrs on every working day from the Shroff at Sri Lanka Air Force Station Colombo before the closing date of the respective procurement upon payment of a non-refundable fee for each procurement. The offers without the receipt of payment will not be accepted.

3. The sealed bids in duplicate, shall be addressed to “The Chairman, Departmental Procurement Committee and may be either dispatched by registered post or deposited in the Tender Box at the Main Guard Room well before the closing time. Late bids will not be accepted. Bids will be opened soon after closing the bids. Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employers. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

4. The procurement condition and required items are listed in the “Schedule of Prices” of the each bidding document and the applicable rates of supplies shall be indicated for each item listed therein. The rates quoted by each bidder in the Schedule of Prices shall not be subjected to variation on any account.

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

6. Interested eligible bidders may obtain further information from the Chief Procurement Officer (Tel. 011-2325468) or Procurement Officer Tenders (Tel. 011-2441553 or 011-2441044 Extension 23569 Fax: 011- 2441553 and 011-2347694).

7. The address referred to above is:  
Sri Lanka Air Force  
No.140  
Sir Chittampalam A Gardiner Mawatha  
Colombo 02

**COMMANDER OF THE AIR FORCE**

Air Force Headquarters  
P.O. Box 1592  
Colombo 02