

# SRI LANKA AIR FORCE BIDDING DOCUMENT

SLAF/2118/1/3/ORG/CDPU

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Name of the bidder : .....

Address : .....

Phone No : .....

## **INVITATION FOR BIDS FOR THE SALE OF LBY 500 ASPHALT PLANT WITH 250W GENERATOR at SRI LANKA AIR FORCE DETACHMENT MAMDUWA**

### 1 **GENERAL**

a) TENDERS are invited by the Commander of the Sri Lanka Air Force, Sri Lanka Air Force No.140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, herein after referred to as the Commander of the Air Force, from the sources in Sri Lanka, for the sale of LBY 500 Asphalt plant with 250w generator at Sri Lanka Air Force Detachment Mamduwa. (Herein after referred to as "**Schedule of Items**").

b). A complete set of tender document with regard to the above in English may be downloaded by the prospective bidders from the Sri Lanka Air Force website [www.airforce.lk](http://www.airforce.lk). The Schedule of Items is listed in the tender document posted on the web and the applicable prices are required to be indicated in the Schedule of Prices, provided therein.

c). Sealed tenders, in Duplicate (in separate envelopes), should be addressed to "The Commander of the Sri Lanka Air Force, Sri Lanka, Sri Lanka Air Force, No.140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 and may either be dispatched by Registered Post or deposited in the tender box at the Main Guard Room of Sri Lanka Air Force, No 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, well before the closing time. **Late bids and the bids submitted in E- form will not be accepted.**

d). The tender will close **at 1030 hrs on 16<sup>th</sup> March 2018** at the Sri Lanka Air Force, No 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 and open immediately after closing of the tender. Bidders or their authorized representatives will be permitted to be present at the opening of the tender, upon presentation of identification and a letter of authorization from their employer.

2. **MODE OF TENDER**

a) The prices for Schedule of Items shall be quoted in Sri Lankan Rupees in the **Schedule of Prices attached at Annex "A"** to the bidding document.

b). Bidder is to provide all information as required and shall submit the bid in Two (02) copies as ORIGINAL and DUPLICATE, each copy being signed by the bidder, sealed separately in two envelopes and enclosed them in one sealed cover as marked "**Tender for the Sale of serviceable LBY 500 Asphalt Plant and 250W Generator belonging to the Sri Lanka Air Force Detachment Mamaduwa at 1030 hrs on 16<sup>th</sup> March 2018**" on the top left hand corner of the outside cover, and be addressed to the Commander of the Sri Lanka Air Force, Sri Lanka Air Force, No.140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka.

3. **SUBMISSION OF TENDER**

All bidders shall submit their quotations in Duplicate and the quotations shall be marked as "**ORIGINAL**" and "**DUPLICATE**".

4. **LITERATURE.**

Shall be in English Language.

5. **ADDRESS OF BIDDERS:**

Bidders shall state in their Tenders the address to which notices, orders and correspondence relating to the Tender are to be sent. Any change of address shall be notified to the Commander of the Sri Lanka Air Force, No.140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02.

6. **CLOSING OF TENDERS:**

Tenders may be sent by registered post so as to reach the Commander of the Sri Lanka Air Force, Sri Lanka Air Force, No.140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, Sri Lanka no later than **1030 hrs on 16<sup>th</sup> March 2018**. If a bidder does not choose to send the tender under Registered Cover, his or her authorized representative should deposit the sealed cover containing the Tender in the TENDER BOX at the "**Main Guard Room, Sri Lanka Air Force No.140, Sir Chittampalm A. Gardiner Mawatha, Colombo 02**" on or before the time specified above. **The late Tenders will be rejected and returned unopened. Also the tenders submitted in E- form will be rejected by the Sri Lanka Air Force.**

7. **PRICES**

The rates for Schedule of Items shall be quoted only on Sri Lankan Rupees and entered in the **Schedule of Prices (Annex 'A')** in figures and repeated in words against the appropriate items. If there is any discrepancy between the words and the figures the amount stated in words will be treated as the amount offered and if the amount is not stated in words or if there is any error in the proper completion of the form, such

imperfect Tenders will be liable for rejection. All alterations and erasures in the Tender Document shall be initialed by the bidder.

8. **VALIDITY OF THE OFFERS**

Bidders are required to keep the price firm and offers open valid for (120) days (16<sup>th</sup> March 2018) from the date of opening.

9. **POWER TO ACCEPT WHOLE OR PART OF TENDER OR REJECT TENDER:**

The Sri Lanka Air Force Tender Board reserves to itself the right without question of rejecting or right of accepting the tender. Bidders shall prepare to accept and execute a Tender at the rate quoted by them against the item. Notice of acceptances of Tender will be sent by registered post to the successful Bidder to the address given by him or them in the relevant Bid.

10. **INSPECTION OF SCHEDULE OF ITEMS**

The Schedule of Items may be inspected at the **Sri Lanka Air Force Detachment Mamaduwa from 05 February 2018 to 26 February 2018 between 0800 Hrs to 1800 Hrs.** upon providing their identity by the prospective bidders. At any time for the inspection purposes, the bidders may contact the following Officer of the Sri Lanka Air Force;

Air Commodore TA Wimalaratne  
Command Development Projects Officer  
Command Development Projects Unit  
Sri Lanka Air Force Head Quarters

Squadron Leader AMNI Wickramasinghe  
Officer Commanding  
Sri Lanka Air Force Detachment Mamaduwa  
Sri Lanka Air Force Base  
Vavuniya

Tel: 011-2441585

Mobile: 0772229067

Fax: 011-2441585

Mobile: 0772229089

\* The Sri Lanka Air Force shall notify the successful bidder, in writing, that its Bid has been accepted in registered post to the address given by the Bidder.

11. **AWARD CRITERIA**

The SLAF shall award the Contract to the Bidder whose offer has been determined to be the highest 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.

12. **MODE OF PAYMENT**

The successful bidder is required to pay the full amount for the quantity of Schedule of Item awarded by the Sri Lanka Air Force at the approved rate within fourteen (14) days on receipt of the letter of award from the Command Development Projects Officer, Sri Lanka Air Force Headquarters, Colombo. The payment in full shall be made to the SLAF Asphalt Plant project Fund Mamaduwa and the receipt so obtained along with the letter of award shall be produced to the Command Development Projects Officer, Sri Lanka

Air Force Headquarters, Colombo for clearance of items. If the successful bidder fails to pay and clear items from the Sri Lanka Air Force Detachment Mamaduwa within One month, the Sri Lanka Air Force will take necessary actions to encash the Bank guarantee submitted as per Article 15.0 hereof by the successful Bidder.

13. **CLEARING OF LBV 500 ASPHALT PLANT WITH 250W GENERATOR**

The successful bidder is required to remove Schedule of Item awarded by the Sri Lanka Air Force from Sri Lanka Air Force Detachment Mamaduwa within One month having received the notification of award after making the full payment as mentioned above. Gate pass for the removal of Schedule of Items awarded by the Sri Lanka Air Force will be issued by the Officer Commanding, Sri Lanka Air Force Detachment Mamaduwa on production of the payment receipt issued by the the Treasurer Asphalt Plant project Fund SLAF Detachment Mamaduwa as per Article 12 above.

14. **BRIBERY:**

Any offer or a bribe or any other inducement to any person with a view to influencing the placing of the contract will result in the instant rejection of the Tender.

15. **BANK SECURITY**

Bid security is mandatory and should be in-par with the format given here to as annex "B" The bids without the same will be rejected. Each Bid shall be accompanied by an unconditional and irrevocable Bank security encashable on first written demand issued by one of the following institutions and payable to the **Commander of the Sri Lanka Air Force in a sum Rs. 200,000.00 for the selling item**. This guarantee shall assure the security of the bid and the performance of the contract.

- 1) A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
- 2) A Bank based in another country but the security or guarantee "Confirmed" by a Bank operating in Sri Lanka.
- 3) "On Demand" Insurance Bond issued by a reputed insurance company operating in Sri Lanka accepted by the Insurance Board of Sri Lanka.

The bank guarantee shall be valid for one hundred and eighty (180) days (16<sup>th</sup> March 2018) from the date of opening the tender. The Bank guarantee of unsuccessful bidders will be returned to them, while the bank guarantees of the successful bidders will be returned to him/her after clearance of the Schedule of Items awarded by the Sri Lanka Air Force from the premises of the Sri Lanka Air Force as per article 13 hereof . The Bank guarantee shall be furnished by the prospective bidders as per the specimen form attached as Annex "B" to this document.

16. **CORRESPONDENCE**

All correspondence, drawings and documents between a bidder and the Commander of the Sri Lanka Air Force shall be in the English Language.

17. **FORCE MAJEURE:**

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

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

c. If the above circumstances are in force for over Six (6) months, each of the parties shall have the right to refuse further fulfillment of its obligations under this Contract, and in this case neither of the parties shall be entitled to make a claim against the other party for compensation for any possible losses.

d. The party for which the circumstances arise rendering it impossible to fulfill its obligations under this Contract shall immediately notify the other party about coming into force and cessation of existence of the force majeure circumstances.

18. **DEFAULT OF CONTRACT:**

a) Should the removal of Schedule of Item awarded by the Sri Lanka Air Force are not completed within the time or times specified in the tender, the Commander of the Air Force, reserves the right without prejudice to any other remedy for breach of contract, to determine the contract either wholly or to the extent of such default. Such default the Commander of the Air Force, reserves the right to seek alternative sources to dispose such items and encash bank guarantee submitted by the Bidder as per Article 15 hereof.

19. **PENALTY FOR NON – ACCEPTANCE OF TENDER**

Should any person decline or fail to accept the award of tender; bank guarantee submitted by the particular bidder shall be forfeited and his name will be placed in the list of State Defaulting Contractors.

20. **SETTLEMENT OF DISPUTES**

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

21. **APPLICABLE LAW**

The Tender and any contract resulting there from shall be governed by and construed according to the Law of the Democratic Socialist Republic of Sri Lanka.

22. **CAUTION:**

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

23. **FURTHER INFORMATION:**

Any further information regarding this Tender can be obtained by forwarding Applications to the Command Development Project Officer (Tel. 011-2441585 or 0772229067), Command Development Project Unit' Sri Lanka Air Force, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02. (Fax 011-2441585).

*J.A. Wimalaratne.*

**(TA WIMALARATNE)**

Air Commodore

**COMMAND DEVELOPMENT  
PROJECTS OFFICER**

Date: 05 February 2018

**Declaration by the Bidder:**

1. I/We read the above Tender Conditions and agree to conform to them in all aspects.
  
2. I/We hereby assure the Commander of the Air Force that I/We are in a position to discharge by our obligations in respect of this and all other Services/Supplies for which I/We have tendered or entered into Contracts.

Date :.....

Signature of the Bidder

Bidder's Full Name :.....

Address : .....

.....

.....

**SCHEDULE OF PRICES**

NAME OF THE BIDDER:.....

ADDRESS:.....

.....

Telephone number:.....

Fax number : .....

**Item**

S/NO	Description	QUOTED PRICE RS.
01	LBY 500 ASPHALT PLANT WITH 250W GENERATOR	

**Specification of the Asphalt Plant**

Model: LBY 500

Country of manufacture: China

Installed Date: 12 May 2013

Capacity of the Tank: 20000 Liters of diesel and 30 metric tons of Bitumen

Required Materials: 3/4" metal, chips, dust and 1 1/2 metal filler and Bitumen 80-100 or 60-70

Required Electricity Capacity: 350 Amp, 440v, 3phase

Minimum Temperature: 150 °C

Maximum Temperature: 170 °C

Location: SLAF Detachment Mamaduwa



**BID SECURITY**

**Format for Bid Security Guarantee**

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

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

**Beneficiary:** ----- *[insert (by PE) name and address of Employer/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 execution/supply [*select appropriately*] of *[insert name of Contract]* 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") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/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) ]*

\* The beneficiary of this guarantee shall be the Commander of the Sri Lanka Air Force.

\* Shall be addressed to No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02.

The Chairman Sri Lanka Air Force Tender Board  
Sri Lanka Air Force,  
P O Box 1592  
Colombo 02,  
Sri Lanka.

TENDER FORM

(NAME OF THE BIDDER) .....

**INVITATION TO CONTRACT FOR THE SALE OF LBY 500 ASPHALT PLANT WITH 250W GENERATOR OF THE SRI LANKA AIR FORCE**

I/We .....of

(herein after referred to as the Contractor) hereby in accordance with your Noticed and General Conditions of Tender dated ..... 2018, If this tender is accepted, I / We covenant and agree with the Democratic Socialist Republic of Sri Lanka to confirm to perform and fulfil all and each of the written conditions and stipulations contained in the documents referred to above and also to become bound to the Democratic Socialist Republic of Sri Lanka for a sum of Sri Lanka Rupees .....

in cash for the due carrying - out of this Contract and which sum will be deposited with the Commander of the Sri Lanka Air Force.

Dated this ..... day of .....2018

Signature in full .....

Name and Address :-.....

WITNESS: Name .....

Signature .....

Address .....