

INVITATION TO TENDER FOR FRAMEWORK AGREEMENT YEAR 2026 ON RATE RUNNING BASIS

Name of the Procuring Entity: Sri Lanka Air Force.

Title of Contract: Establishment of a Framework Agreement for the Supply of Heavy Machine Spares, as and when required, for a period of One Year, commencing from 01 January 2026 to 31 December 2026 for SLAF

Bid Number: AHQ/25/PUB/E/1020

- 1. This Request for Bids follows the General Procurement Notice/Advanced Procurement Notice for this purchase that appeared in:
 - a. Sunday Observer on 02 November 2025
 - b. Silumina on 02 November 2025
- 2. The Chairman Department Procurement Committee (DPC) on behalf of the Sri Lanka Air Force (SLAF) now invites sealed bids/proposals from eligible and qualified bidders for Establishment of a Framework Agreement for the Supply of Heavy Machine Spares, as and when required, for a period of One Year, commencing from 01 January 2026 to 31 December 2026 for SLAF.
- 3. The Sri Lanka Air Force (SLAF) intends to establish a **Framework Agreement** for the aforementioned requirement for a period of **one (01) year**, effective from **01 January 2026**. Under this Framework Agreement, individual orders ('call-offs') shall be issued as needed, based on pre-agreed pricing and terms. There shall be no financial commitment at the time of signing the Framework Agreement, and payment shall be made strictly on a 'Payment on Delivery and Acceptance' basis.
- 4. The delivery period is.
 - a. Earliest Delivery Period: 14 daysb. Latest Delivery Period: 21 days
- 5. Bidding will be conducted through National Competitive Bidding (NCB). The selected Bidder(s) will enter into a Framework Agreement, under which individual call-offs may be issued during the validity period of the Agreement.

- 6. Qualifications requirements include:
 - a. Documents specified in eligibility and qualification requirements specified in Section V.
 - b. A margin of preference for eligible locally produced goods **shall not be applied.**
- 7. **A complete set of Procurement Documents in English** may be purchased by interested bidders:
 - a. Upon submission of a written request to the address given in para 21 below.
 - b. Upon payment of a non-refundable fee of LKR 1,000.00 to the Director Finance of the Sri Lanka Air Force (SLAF) at the address given in para 20.
 - c. **Method of payment of non-refundable fee**: By cash.
- 8. Bids addressed to the Chairman Department Procurement Committee (DPC) must be delivered to the address mentioned in para 20.
 - a. **Bids** should only be **hand delivered**, **sent via registered post or couriered**.
 - b. **Emailed bids** and bids sent via fax **will not be accepted**.
 - c. Late bids shall be rejected.
 - d. Bids/proposals will be opened at 1030 hrs on 25 November, 2025 in the presence of bidders' representatives (in-person or virtually) at the address given in para 20 below.
- 9. All bids must include a **Bid-Security for the value of LKR 32,000.00 validity date until 31 March, 2026**.
- 10. Alternative Bids (including any alternatives products offered as options) WILL NOT BE considered.
- 11. If stated in the Data Sheet the Bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.
- 12. If the testing charges / samples are required by the Bidding Document (Please refer Section IV) the relevant conditions given in the Bidding Document shall be complied with in all respects without any reservation. The original cash receipt for testing charges issued by the Director Finance of the SLAF shall be attached to the original bid.
- 13. The SLAF reserves the right to award the Framework Agreement to one or more eligible Bidders, based on predefined evaluation criteria. Multiple suppliers may be included in the Framework Agreement, subject to their compliance with all eligibility and qualification requirements. Further, once established, no new Suppliers/Contractors/Service Providers will be admitted to the Framework Agreement during its validity period unless exceptional circumstances apply and are approved by the SLAF.
- 14. The delivery schedule for each call-off shall be specified at the time of issuance, within the overall delivery parameters agreed upon during the Framework Agreement award phase.

15. Suppliers failing to meet performance standards or delivery obligations under the Framework Agreement may be excluded from future call-offs, subject to formal notification by the SLAF.

16. Participation in the Framework Agreement does not confer exclusivity or sole-source status for any future procurements outside the scope of this Agreement. All information related to the Framework Agreement shall remain confidential and shall not be disclosed without prior written consent.

17. The SLAF may extend the validity of the Framework Agreement by mutual agreement with the Supplier(s), provided that the extension does not exceed 03 months and is consistent with applicable procurement regulations.

18. Suppliers listed in the Framework Agreement shall remain subject to ongoing monitoring of their qualifications, including legal standing, financial stability, and compliance with sanctions and debarment lists.

19. The successful bidder shall undertake to perform the resulting order/ contract with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the SLAF and accept full responsibility for the satisfactory quality of such goods/services as delivered /performed by them. Any non-conformity/ malfunction/ defect/ deficiency noticed in the goods delivered/ services rendered shall be promptly remedied by the successful bidder upon the receipt of written notice from the SLAF.

20. Interested eligible bidders may inspect the Procurement Documents at the address given above during 0900 hrs to 1500 hrs on any working day and obtain further information from

Chief Procurement Officer Air Force Headquarters P.O Box 594, Defence Headquarters Complex Sri Jayewardenepura, Kotte Sri Lanka

Tel: +94 112 328850/ 2441553 **E-mail**: lquote@slaf.gov.lk

(MMA MENDIS)
Group Captain
Chief Procurement Officer
for COMMANDER OF THE AIR FORCE

November 2025

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.

SECTION	ITB	Clause
	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
GENERAL		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
		piurai and vice versa, and
		(c) "day" means calendar day.
		(d) 'Framework Agreement' or 'Agreement'
		means the overarching agreement entered into
		between the Purchaser and the Supplier(s) for the future supply of Goods, Works, or Non-
		Consulting Services, including all attachments
		and appendices thereto, under which specific
		'Call-Off Orders' may be placed.
		(e) Call-Off Order' or 'Purchase Order' means
		a specific order placed by the Purchaser under
		the terms and conditions of the Framework
		Agreement for the supply of defined quantities
		of Goods, Works, or Non-Consulting Services.
		(f) Supplier' or 'Service Provider' means the
		person(s) or entity(ies) with whom a
		Framework Agreement is signed, and who
	2. Source of Funds	is/are eligible to receive Call-Off Orders.2.1 Payments under this contract will be
	2. Source of Fullus	financed by the source specified in the BDS.
	3. Ethics, Fraud and	3.1 The attention of the bidders is drawn to the
	Corruption	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.

ELIGIBLE BIDDERS	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.
ELIGIBLE GOODS AND RELATED SERVICES CONTENTS OF BIDDING DOCUMENTS	5. Eligible Goods and Related Services 6. Sections of Bidding Documents	4.4 Foreign Bidder may submit a bid only if so stated in the BDS. 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards. 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. VOLUME 1 Section I. Instructions to Bidders (ITB)
		Section VI. Conditions of Contract (CC) Section VIII. Contract Forms VOLUME 2 Section II. Bidding Data Sheet (BDS)

		Section III. Evaluation and Qualification
		Criteria Section IV. Ridding Forms
		Section IV. Bidding Forms Section V. Schedule of Requirements
		Section VI. 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.
CLARIFICATION	7. Clarification of	7.1 A prospective Bidder requiring any
AND	Bidding Documents	clarification of the Bidding Documents
AMENDMENT		including the restrictiveness of specifications
		shall contact the Purchaser in writing at the
		Purchaser's address specified in the BDS. The
		Purchaser will respond in writing to any request for clarification, provided that such
		request is received no later than ten (10) days
		prior to the deadline for submission of bids.
		The Purchaser shall forward copies of its
		response to all those who have purchased the
		Bidding Documents, including a description of
		the inquiry but without identifying its source.
		Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a
		clarification, it shall do so following the
		procedure under ITB Clause 8.
	8. Amendment of	8.1 At any time prior to the deadline for
	Bidding Documents	submission of bids, the Purchaser may amend
		the Bidding Documents by issuing 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	9. Cost of Bidding	9.1 The Bidder shall bear all costs associated
OF BIDS	8	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 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	11.1 The Bid shall comprise the following:
	Comprising the Bid	(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
		(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20; (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the 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
BID SUBMISSION	12. Bid Submission Form and Price Schedules	(e) any other document required in the BDS. 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
	13. Alternative Bids	requested. 13.1 Alternative Bids (including any alternatives products offered as options) WILL 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. Bidders 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: (a) on components and raw material used in the manufacture or assembly of goods quoted; or (b) on the previously imported goods of foreign origin. (ii) However, VAT shall not be included in the price but shall be indicated separately; (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination; (iv) the price of other incidental services. 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected, pursuant to ITB Clause 31. These prices shall form the basis for all Call-Off Orders issued under Framework Agreement. The signing of this Framework Agreement does not commit the Purchaser to any financial obligation beyond that arising from individual 'Call-Off Orders' issued hereunder. 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. 15.1 Unless otherwise stated in Bidding Data 15. Currencies of Sheet, the Bidder shall quote in Sri Lankan Bid Rupees and payment shall be payable only in Sri Lanka Rupees.

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16. Documents	16.1 To establish their eligibility in accordance
Establishing the	with ITB Clause 4, Bidders shall complete the
Eligibility of the	Bid Submission Form, included in Section IV,
Bidder	Bidding Forms.
17. Documents	17.1 To establish the conformity of the Goods
Establishing the	and Related Services to the Bidding
Conformity of the	Documents, the Bidder shall furnish as part of
Goods and Related	its Bid the documentary evidence that the
Services	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 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

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		maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
	19. Period of Validity of Bids	 (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 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.
BID SECURITY	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 to ensure the Bidder's commitment to enter into the Framework Agreement
		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 a 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;
	1	(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, shall 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 43.
	20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
	(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
	(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
	(c) if the successful Bidder fails to:
	(i) sign the Contract in accordance with ITB Clause 42;(ii) furnish a Performance Security in accordance with ITB Clause 43.
21. Format and Signing of Bid	21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
	21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
	21.3 Any interlineations, erasures, or overwriting shall be valid only if they are

		signed or initialled by the person signing the
		signed or initialled by the person signing the Bid.
SUBMISSION	22. Submission,	22.1 Bidders may always submit their bids by
AND OPENING	Sealing and	mail or by hand. (a) Bidders submitting bids by
OF BIDS	Marking of Bids	mail or by hand, shall enclose the original and
Of BIDS	Marking of Dias	the copy of the Bid in separate sealed
		envelopes, duly marking the envelopes as
		"ORIGINAL" and "COPY." These envelopes
		containing the original and the copy shall then
		be enclosed in one single envelope.
		22.2 The inner and outer envelopes shall:
		(a) Bear the name and address of the Bidder;
		(b) be addressed to the Purchaser in accordance
		with ITB Sub-Clause 23.1;
		(c) bear the specific identification of this
		bidding process as indicated in the BDS; and
		(d) bear a warning not to open before the time and date for bid opening, in accordance with
		ITB Sub-Clause 26.1.
		If all envelopes are not sealed and marked as
		required, the Purchaser will assume no
		responsibility for the misplacement or
		premature opening of the bid.
	23. Deadline for	23.1 Bids must be received by the Purchaser at
	Submission of Bids	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,
	25 W:4h J	rejected, and returned unopened to the Bidder.
	25. Withdrawal, and Modification of	25.1 A Bidder may withdraw, or modify its Bid
	Bids	after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly
	Dius	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
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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;" (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23. 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1. 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof. 26.1 The Purchaser shall conduct the bid 26. Bid Opening opening in public at the address, date and time specified in the BDS. 26.2 First. envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further. 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.

EVALUATION	27 Confidentiality	Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1. 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be rescaled 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	27. Confidentiality	 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid. 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from
	28. Clarification of Bids	the time of bid opening to the time of Contract Award, it should do so in writing. 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser

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		in the Evaluation of the bids, in accordance with ITB Clause 30.
	Responsiveness Bids	29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
		29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
		(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 position of other bidders presenting substantially responsive bids.
		29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
Err	nconformities, rors, and nissions	30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
		30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

31. Prel Examin Bids	confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted. 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1; (b) Price Schedules, in accordance with ITB Sub-Clause 12;
32. Exam Terms a	ination of 32.1 The Purchaser shall examine the Bid to
Condition Technic Evaluat	in the CC and the Contract Data have been accepted by the Bidder without any material
	32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with

	ITB Clause 17, to confirm that all requirements
	specified in Section V, Schedule of
	Requirements of the Bidding Documents have
	been met without any material deviation or
	reservation.
	32.3 If, after the examination of the terms and
	conditions and the technical evaluation, the
	Purchaser determines that the Bid is not
	substantially responsive in accordance with
	ITB Clause 29, the Purchaser shall reject the Bid.
33. Conversion to	33.1 If the bidders are allowed to quote in
Single Currency	foreign currencies in accordance with sub
	clause 15.1, for evaluation and comparison
	purposes, the Purchaser shall convert all bid
	prices expressed in foreign currencies in to Sri
	Lankan Rupees using the selling rates prevailed
	28 days prior to closing of bids as published by
	the Central Bank of Sri Lanka. If this date falls
	on a public holiday the earliest working day prior to the date shall be applicable.
34. Domestic	34.1 Domestic preference shall be a factor in
Preference	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,
25 D 1 4 6	Evaluation and Qualification Criteria.
35. Evaluation of Bids	35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the
Dius	evaluation, to be substantially responsive.
	35.2 To evaluate a Bid, the Purchaser shall only
	use all the feators methodologies and evitoria
	use all the factors, methodologies and criteria
	defined in this ITB Clause 35.
	1
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following:
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14;
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
	defined in this ITB Clause 35. 35.3 To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3 (d) adjustments due to the application of the

		(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
		35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors used in ITB Sub-Clause
		35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
		35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
	36. Comparison of Bids	36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
	37. Post qualification of the Bidder	37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
		37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
		37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
AWARD OF CONTRACT	38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	contract award, without thereby incurring any liability to Bidders.
39. Award Criteria	39.1 The Purchaser intends to establish a
	Framework Agreement(s) with one or more
	Bidders whose offers have been determined to
	be substantially responsive and meet the
	predefined criteria for the establishment of a
	Framework Agreement. The selection of
	successful Bidder(s) for the Framework
	Agreement shall be based on technical
	capability, competitive pricing structure, past
	performance, capacity to deliver, and overall
	best value as outlined in the evaluation criteria.
40. Purchaser's	40.1 At the time the Contract is awarded, the
Right to Vary	Purchaser reserves the right to increase or
Quantities at Time	decrease the quantity of Goods and Related
of Award	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.
41. Notification of	41.1 The Purchaser shall notify the successful
Award	Bidder(s), through the SLAF web, that its/their
	bid(s) has/have been accepted for the
	establishment of a Framework Agreement.
	There after the Standstill Period will be
	observed to provide sufficient time for Bidders
	to consider whether they should submit an
	appeal against the Purchaser's decision to
	award the contract. The Standstill Period shall
	apply to all competitive bidding processes,
	except in the following circumstances:
	(a) Only a single bid/proposal has been
	received in response to the bidding process.
	(b) The procurement is conducted
	through Direct Contracting, Request for
	Quotations (RFQ), or Shopping methods.
	(c) The procurement is made to address
	an emergency situation, as determined by the relevant Government Authorities.
	relevant Government Authorities.
	41.2 Any unsuccessful Bidder may request a
	debriefing from the Purchaser to obtain further
	clarification on the reasons for the decision.
	The request for debriefing must be submitted in
	writing to the Purchaser before the expiry of the
	third (3rd) working day of the Standstill Period.
	The Purchaser shall conclude the debriefing
	and provide the requested information to the
	and provide the requested information to the

	Bidder before the expiry of the fifth (5th) working day of the Standstill Period. If any Bidder wishes to submit an appeal against the Purchaser's decision to award the contract, such appeal must be submitted in writing to the Purchaser before the expiry of the Standstill Period 10 working days. (b) The appeal shall include the grounds for the appeal and any supporting evidence. (c) The Purchaser shall review the appeal and respond in accordance with the applicable laws, regulations, and procurement guidelines. 41.3 After the Standstill Period or any appeals being resolved, prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. 41.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	41.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
42. Signing of Contract	42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it. 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security	43.1 The successful Supplier(s) shall provide a Performance Security as security for the faithful performance of the Framework Agreement and all subsequent Call-Off Orders issued thereunder. The amount of the Performance Security shall be the amount that will be specified in the Letter of Award. Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly

notify the name of the winning Bidder to each
unsuccessful Bidder and discharge the Bid
Securities of the unsuccessful bidders pursuant
to ITB Sub-Clause 20.4.

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

SECTION II. BIDDING DATA SHEET

SECTION	CLAUSE	GENERAL
GENERAL	ITB 1.1	The Purchaser is Sri Lanka Air Force.
	ITB 1.1	The name of the Contract is: Establishment of a
		Framework Agreement for the Supply of Heavy
		Machine Spares, as and when required, for a period of
		One Year, commencing from 01 January 2026 to 31
		December 2026 for SLAF
		Bid Identification Number: AHQ/25/PUB/E/1020
	ITB 2.1	The source of funding Government of Democratic
		Socialist Republic of Sri Lanka.
	ITB 3.2 (c)	Submit a Non-Collusion Affidavit (refer to in Section
		IV Form V) as part of their bid submission, affirming
		that they have not engaged in any collusive, corrupt, or
		fraudulent practices in connection with the
		procurement process.
	ITB 4.4	Foreign bidders are NOT ALLOWED to participate in
		bidding.
CONTENTS OF	ITB 7.1	For Clarification of bid purposes only, the Purchaser's
BIDDING		address is:
DOCUMENTS		Chief Procurement Officer
		Air Force Headquarters
		P.O Box 594, Defence Headquarters Complex
		Sri Jayewardenepura, Kotte
		Sri Lanka
		Tel : +94 112 328850/ 2441553
		E-mail: lquote@slaf.gov.lk
PREPARATION	ITB 11.1 (e)	The documents that should be included in your bid:
OF BIDS		i. Forwarding/ covering letter duly signed by
		the Authorized person. The following documents
		must be firmly attached to this letter:
		a. The original cash receipt issued for the purchase
		of the Bidding Document, by the Director of Finance
		(DF), Sri Lanka Air Force (SLAF).
		b. The original payment receipt for testing charges,
		issued by the DF, SLAF (if applicable).
		issued by the Dr., SEAF (if applicable).
		ii. Bid Security if applicable (if applicable, shall
		be as per the form available in Section IV - Form
		III).
		iii. Bid Submission Form (shall be as per the
		form available in Section IV – Form I).
		iv. Non-Collusion Affidavit (refer to in Section
		IV Form V)
		v. Price Schedule (shall be as per the form
		available in Section IV – Form II)

		vi. A copy of the letter issued by Inland Revenue Department as an active VAT payee or Non- VAT payee. vii. Company Profile (shall be as per the form available in Section IV – Form VI). viii. Authority of signing officer (if applicable), whether a power of attorney or any relevant document (i.e., Letter of Authorization, Board Resolution) for the authorized person. In case of Joint Venture copy of JV Agreement or intent to form a Joint Venture. ix. Documents required to establish ELIGIBILITY as per Section V Schedule of Requirements. x. Documents required to establish QUALIFICATION as per Section V Schedule of Requirements. xi. Duly prepared Certificate of Compliance for the Schedule of Requirements given in Section V. This certificate shall evidence that the Goods/Services conform to the technical specifications, conditions and requirements and standards specified in Section V- Schedule of Requirements. xii. Manufacturer's Authorization (shall be as per the form available in Section IV – Form IV) xiii. Any other document specified in the ITB BDS. xiv. A copy of this Bidding Document.
		Bidders are advised to compile the relevant documents as appropriate as per the sequence given in ITB C-1.
	ITB 13	Alternative Bids (including any alternatives products
	ITD 14.2	offered as options) WILL NOT BE considered
	ITB 14.3	Bidders are not allowed to quote less than 100% quantity for each item.
	ITB 15.1	The bidder shall quote in Sri Lankan Rupees (LKR).
	ITB 17.1	a. Technical Specifications / Brochures for each product offered.
	ITB 17.2	a. A statement of deviations and exceptions to the
	IIID 10.1	provisions of the Technical Specifications given.
	ITB 19.1	The bid shall be valid until 31 December 2026. Rid shall include a Rid Security (issued by benk)
	ITB 20.1	Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.
	ITB 20.2	The amount of the Bid Security shall be LKR The validity period of the bid security shall be until 31 March , 2026 .
SUBMISSION AND OPENING OF BIDS	ITB 21.1	Bidders shall submit their bids in duplicate in sealed envelopes marked as ORGINAL and DUPLICATE,

		containing all required documents, including all documents ITB 11.1 (BDS).
	ITB 22.2 (c)	The envelope must be clearly marked as "ORIGINAL" and DUPLICATE along with the Tender Details as follows and addressed to the Purchaser as specified in the Bidding Data Sheet (BDS). Bid Number: AHQ/25/PUB/E/1020 Title of Contract: Establishment of a Framework Agreement for the Supply of Heavy Machine Spares, as
		and when required, for a period of One Year, commencing from 01 January 2026 to 31 December 2026 for SLAF. Opening Date: 25 November, 2025.
		Opening Time: 1030 hrs.
	ITB 23.1	For bid submission purposes, the Purchaser's address is:
		Chief Procurement Officer Air Force Headquarters P.O Box 594, Defence Headquarters Complex
		Sri Jayewardenepura, Kotte Sri Lanka Tel : +94 112 328850/ 2441553
		E-mail: lquote@slaf.gov.lk
	ITB 23.1	The deadline for the submission of bids is: Date : 25 November, 2025. Time : 1030 hrs
	ITB 26.1	The bid opening shall take place at: Chief Procurement Officer Air Force Headquarters P.O Box 594, Defence Headquarters Complex Sri Jayewardenepura, Kotte Sri Lanka Tel: +94 112 328850/ 2441553 E-mail: lquote@slaf.gov.lk
		Date : 25 November, 2025. Time : 1030 hrs
EVALUATION AND	ITB 34.1	A margin of preference for eligible locally produced goods shall not be applied.
COMPARISON OF BIDS	ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: +1% of bid price per week beyond the earliest delivery date. (b) Deviation in payment schedule: +Interest cost (AWPR+3%) for days below the 45-day standard. (These adjustments are comprehensively described in III).

ITB 35.4	The following factors will also be considered for evaluation in line with the criteria specified in Section III:
	a. Assessment of the quality standards of the goods or services offered. This will include certifications, compliance with industry standards, or past performance records.
	b. The length and terms of warranties offered, as well as the availability and quality of after-sales service and support.
	c. Compliance with the technical specifications outlined in the bidding documents. This will include performance characteristics, durability, and compatibility with existing systems.
	d. The track record and experience of the bidder in supplying similar goods or services. This will include references from previous clients or case studies of past projects.
	e. The financial health of the bidder, which may be assessed through financial statements, credit ratings, or other indicators of financial stability.
	f. Consideration of the environmental impact of the goods or services, including sustainability practices, eco-friendliness, and compliance with environmental regulations.
	g. Adherence to local laws and regulations, including labour laws, safety standards, and import/export regulations.
	h. The ability of the bidder to customize the goods or services to meet specific needs of the purchaser, as well as their flexibility in accommodating changes.
ITB 35.5	Refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology.

SECTION III

EVALUATION CRITERIA

- 1. Evaluation of bids shall be based on the ability of suppliers to meet the predefined criteria for inclusion in the Framework Agreement. Subsequent allocation of call-offs shall be governed by the criteria established at the Framework Agreement award stage. The Sri Lanka Air Force (SLAF) reserves the right to evaluate and award a contract or contracts for establishment of Framework Agreements based on the following principles:
 - a. <u>Price Evaluation</u>. Bids will be evaluated based on the Total Amount, excluding VAT, contingencies, and provisional sums. The lowest bidder will be evaluated after adjusting for arithmetical errors, omissions, and other factors as specified in the Procurement Documents.

b. **Award Options**.

- a. Evaluate total extended pricing for all items and award to a single bidder.
- b. Evaluate total extended pricing by item, section, or category and award to multiple bidders.
- c. Evaluate and make partial or no award of items.
- 2. **Clarifications**. To assist in the examination, evaluation, and comparison of bids, the Bid Evaluation Committee (BEC) may, at its discretion, request clarifications from bidders. However, no modifications to bid prices, delivery terms, or other key contractual conditions will be permitted.
- 3. **Preliminary Examination of Bids.** Before conducting a detailed evaluation, the Bid Evaluation Committee (BEC) will determine bid responsiveness based on the following criteria:

Criteria	Yes	No
The bid is complete and does not deviate from the scope.		
Bid bond/security has been furnished as per the requirements.		
Bid bond/security is submitted in the correct format.		
The bid security amount meets the specified percentage/requirement.		
The validity of the bid security matches the bid validity period.		
The bid remains valid for the duration specified in the bidding document.		
All other required forms, schedules, and annexures are included as provided in the Bidding Document.		
All pricing is firm, fixed, and valid for the contract duration.		

Clear Breakdown of costs is provided as required by the Bidding Document.	
Any computational errors have been corrected.	
All documents are properly signed by an authorized representative.	
Company stamp/seal is applied where necessary.	
Copies are certified/notarized if required.	
The completion period offered is within the specified limits.	
The bidder has fulfilled the eligibility and qualification requirements as per	
the bidding document.	
The bid does not deviate from basic technical requirements.	
The bid is generally in order.	

Reasons for Bid Rejection

Reason	Yes	No
The bid is unsigned.		
The bid is delivered via fax/email.		
The bid is received after the deadline (late submission).		
The bid's validity period is shorter than required.		
The bid security is missing, invalid, or insufficient for validity required.		
The bidder refuses correction of arithmetical errors.		
Prices are conditional (e.g., linked to currency fluctuations or stock sales).		
All pricing is not firm, fixed, and valid for the contract duration.		
The bidder requests an advance payment.		
Mandatory pre-bid inspections have not been carried out (per bid conditions).		
Testing charges for samples (by a professional institution) are not deposited.		
Warranty terms (duration, coverage) do not meet requirements.		
Critical deviations from technical specifications or commercial terms.		
Price breakdown is insufficient for comprehensive evaluation as required by the		
Bidding Document.		
The bid lacks brochures, required certifications, technical details, or samples as		
required.		
The bidder fails to meet legal/financial/technical eligibility criteria.		
Eligibility or qualification requirements have not been met.		
The bid is submitted for an incomplete scope of work.		
The bid proposes a completion period beyond limits or deviates critically from		
the requirements.		

4. **Detailed Evaluation.** After passing the preliminary examination, bids will undergo a detailed evaluation based on the following criteria:

CRITERIA	JUDGMENT
Technical	- Compliance with required technical specifications including
Evaluation	verification of proof of compliance with test reports/certificates
	- Scope of supply, delivery, or services Warranty, spare parts
	availability, and after-sales service requirements.
	Products/services may undergo testing/certification as specified in
	Section V (inspection and tests) from professional local institutions
	such as SLSI, SLITA, ITI, Moratuwa University, etc.
Commercial	- Terms of payment.
Evaluation	- Delivery schedule or completion period.
	- Compliance with duties and taxes.
Experience & Past	- Experience in the respective field.
Performance	- Experience in similar contracts.
Financial	Financial soundness of the bidder.
Technical and	1 0
managerial	Availability of certified/qualified professionals (engineers,
competence.	technicians, specialists)
	-Proposed methodologyand management plan.
	- Available resources (equipment & manpower).
	Quality & Compliance - Technical certifications (ISO, industry-
	specific standards).
Additional	- Risk assessment.
Considerations	- Innovation & sustainability (if applicable).

- 5. **Price Evaluation & Adjustments.** Bids will be evaluated based on the Total Amount, excluding VAT, contingencies, and provisional sums. The lowest bidder will be determined after adjustments for the following factors:
 - a. **Delivery Period**. Bids that proposes a delivery
 - o **Before the Earliest Delivery Date (Section VI, Delivery Schedule)**: No credit given; delivery timeline treated as offered.
 - o After the Latest Delivery Date: Non-responsive and rejected.
 - Within the acceptable range (Earliest to Final Date, inclusive): Eligible for evaluation.
 - b. **Price Adjustment**. For bids offering delivery later than the Earliest Delivery Date, an adjustment of 1% of the bid price per additional week will be applied:

Adjusted Price = Total Bid Price \times [1 + (0.01 \times (Offered Delivery Time – Earliest Delivery Time))]

c. **Credit Period**. A credit facility must be provided. The standard credit period required is 45 days, with a minimum acceptable credit period of 30 days. Bids offering credit terms below 45 days will be subject to an adjustment reflecting the financial cost of the variance, calculated based on the prevailing AWPR (weekly for LKR transactions) and SOFR (daily for Foreign Currency transactions) + 3% for administrative cost.

Adjusted Bid Price = Total Bid Price \times [1 + ((AWPR + 0.03) \times (45 – Offered Credit Days) / 365)]

AWPR (Sri Lanka Average Weighted Prime Lending) for LKR

Rate): <u>https://www.cbsl.gov.lk/en/statistics/economic-indicators/daily-indicators</u>

- d. **Domestic Preference**: +20% to foreign bids (if applicable).
- 6. **Award Options.** Depending on the evaluation, SLAF may opt for one of the following award methods:
 - a. Award to a single bidder based on total extended pricing.
 - b. Award by item, section, or category to multiple bidders.
 - c. Partial or no award of certain items.
- 7. **Domestic Preference.** If applicable, domestic preference will be applied per PG 2024, Section 7.7.1. For comparison, an amount equal to **20% of the bid price** will be added to foreign (Group B) bids when compared with domestic (Group A) bids.

Domestic Preference Criteria for Locally Manufactured Goods. The domestic preference provision shall apply exclusively to manufactured goods, with bidders required to demonstrate compliance with all of the following conditions:

- a. **Local Content Requirement**. A minimum of thirty percent (30%) of the EXW (Ex-Works) price must comprise:
 - (1) Local labour costs
 - (2) Locally sourced raw materials
 - (3) Domestically produced components
- b. **Manufacturing Facility Qualification.** The production facility must:
 - (1) Be operational in Sri Lanka
 - (2) Have prior experience manufacturing the offered goods
 - (3) Demonstrate continuous manufacturing capability before the bid invitation date
- c. Legal Registration
 - (1) The bidder must be duly registered under the Companies Act No. 7 of
 - (2) 2007 (as amended)

- d. **Documentary Evidence Requirements.** Bidders must submit:
 - (1) A notarized affidavit certifying:
 Minimum 30% local value addition
 Detailed breakdown of the EXW price structure
 - (2) Certified audited financial statements:
 Substantiating the claimed 30% local value addition covering the most recent financial year.
- **e. Verification Process.** All claims of local content will be subject to:
 - (1) Independent verification by the Procuring Entity
 - (2) Potential audit by authorized government agencies
- f. Any false declarations will result in:
 - (1) Immediate disqualification
 - (2) Potential blacklisting proceedings

Note: Domestic preference will only be applied after full verification of all stipulated requirements, and bidders must facilitate the Bid Evaluation Committee's (BEC) verification process by providing access to manufacturing facilities for site visits and submitting all relevant supporting documents, including audited financial statements, procurement records, and payroll documentation. Bidders that fail to meet any of the domestic preference criteria will be reclassified as international suppliers and evaluated without price preference benefits. All verification findings will be formally documented and, upon request, shared with bidders to ensure transparency. Any false declarations or non-compliance will result in disqualification from the bidding process and may lead to further legal or administrative actions.

- 8. **Determination of the Lowest Evaluated Substantially Responsive Bid.** After applying all necessary adjustments (e.g., delivery period penalties, domestic preference adjustments, and credit period adjustments), the lowest evaluated substantially responsive bid will be selected.
- 9. **If alternative Bids allowed (Please refer BDS)**. If the lowest evaluated substantially responsive and post-qualified bidder has submitted an alternative bid/offer, the alternative offer will be assessed using the same evaluation process and criteria applied to the original bid. This includes verification of technical details, compliance with bidding requirements (e.g., separate bid security, if applicable), and financial evaluation. The alternative offer will only be considered if its evaluated price is lower than the original bid's evaluated price.

Important: If alternative bids are allowed, the prospective Bidders are advised not to offer more than one alternative for the same item but furnish the most competitive among the options available to the bidder if so wishes. Alternative Bids / Offers made other than one will not be considered.

- 10. **Post-Qualification Checks.** Before awarding the contract, the selected lowest evaluated bidder will undergo a **final verification process** to confirm compliance with all financial, technical, and contractual requirements. The post-qualification verification will include:
 - (1) **Financial Capacity Review**: Ensuring the bidder can meet financial obligations considering current work commitments.
 - (2) **Performance Review**: Examination of past contract performance and compliance history including past SLAF experience with the bidder.
 - (3) Verification that the bidder meets all necessary legal (litigation, sanctions as per Form- VI of Section IV), and regulatory including Environmental compliance (if applicable).
 - (4) **Compliance with Contract Requirements:** Ensuring the bidder's agreement for the following contractual requirements as given in Section VI and Section VII.

S/No	Feature	Whether agreed by the firm	If deviates the reason
1.	Scope of Supply		
2.	Contract Price & Payment Terms		
3.	Quantity & Delivery		
4.	Transportation		
5.	Inspection & Tests		
6.	Rejection & Replacement		
7.	Warranty		
8.	Taxes & Duties		
9.	Signing of Contract		
10.	Performance Security		
	Liquidated Damages		
	Assumption of Compliance		
	Settlement of Disputes		
14.	Termination & Expiry of the Contract		
15.	Severability		
16.	Ť		
17.	Joint Venture		
18.	Force Majeure		
19.	Amendments		
20.	Confidentiality		

11. If the lowest evaluated bidder fails post-qualification, the next substantially responsive bid will be considered.

Section IV.

Bidding Forms Table of Forms

- 1. FORM I Bid Submission Form
- 2. FORM II Price Schedule
- 3. FORM III Bid Security (Guarantee)
- 4. FORM IV Manufacturer's Authorization
- 5. FORM V Non-collusion Affidavit
- 6. FORM VI Company Profile

FORM I - 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.: AHQ/25/PUB/E/1020

To: Commander of the Sri Lanka Air Force, Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte, Sri Lanka

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 Establishment of a Framework Agreement for the Supply of Heavy Machine Spares, as and when required, for a period of One Year, commencing from 01 January 2026 to 31 December 2026 for SLAF;
- (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 Commission;
- (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.
- (m) We understand the nature of the Framework Agreement and agree to participate under the terms outlined in the Bidding Documents.
- (n) We also acknowledge that participation does not guarantee future orders but provides eligibility for consideration when call-offs are issued.

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, [insert date of	of signing]

FORM II – PRICE SCHEDULE

Item No	Item Description	Den of Qty	Qty	Unit Price without VAT	VAT Rs	Total Price Rs	Brand Name	Country of Manufa- cture	Warr anty	Sample Provided (YES) / Not Provided (NO)	Bidder's Remarks (Different Pack Size / Description , Part No, Model No, Colour, Item Discount % etc)
1.	Hydraulic Hose1 ¼ `` (For Four Wire) For Heavy Construction Machines	m	1								,
2.	Hydraulic Hose ½` (For Two Wire) For Heavy Construction Machines	m	1								
3.	Hydraulic Hose ¼" (For Two Wire) for heavy construction machines	m	1								
4.	Hydraulic Hose 5/16" (For Two Wire) for heavy construction machines	m	1								
5.	Hydraulic Hose 3/8'(For Two Wire) for heavy construction machines	m	1								
6.	Hydraulic Hose 5/8" (For Four Wire) heavy construction machines	m	1								
7.	Hydraulic Hose ³ / ₄ " (For Two Wire) for heavy construction machines	m	1								
8.	Hydraulic Hose ³ / ₄ " (For Four Wire) heavy construction machines	m	1								

	T	1	T .	T		1	1	1	1
9.	Hydraulic Hose 3/16" (For	m	1						
	Two Wire) for heavy								
	construction machines								
10.	Hydraulic Hose 1" (For	m	1						
	Two Wire) for heavy								
	construction machines								
11.	Hydraulic Hose1" (For	m	1						
	Four Wire) for heavy								
	construction machines								
12.	3	m	1						
	Two Wire) for heavy								
	construction machines								
13.	Hydraulic Hose1 ½" (For	m	1						
	Four Wire) heavy								
	construction machines								
14.	Ferrule ½" (For Two Wire	Ea	1						
	Hose) for heavy								
	construction machines								
15.	Ferrule ½" (For Four Wire	Ea	1						
	Hose) for heavy								
	construction machines								
16.	Ferrule 5/8" (For Two	Ea	1						
	Wire Hose) for heavy								
	construction machines								
17.	Ferrule 5/8" (For Four	Ea	1						
	Wire Hose) for heavy								
	construction machines								
18.	Ferrule 3/8" (For Two	Ea	1						
	Wire Hose) for heavy								
	construction machines								
19.		Ea	1						
	- Construction Machinery								
	Common Spares								
20.		Ea	1						
	Wire Hose) for heavy								
	construction machines								

						,			,
21.	Ferrule 3/4" (For Four	Ea	1						
	Wire Hose) for heavy								
	construction machines								
22.	Ferrule 11/4" (For Four	Ea	1						
	Wire Hose) for heavy								
	construction machines								
23.	Ferrule 11/4" (For Two	Ea	1						
	Wire Hose)								
24.	Ferrule 1" (For Four Wire	Ea	1						
	Hose) for heavy								
	construction machines								
25.	Ferrule 1" (For Two Wire	Ea	1						
	Hose)								
26.	<u> </u>	Ea	1						
	Wire Hose) for heavy								
	construction machines								
27.	Ferrule 1 ½" (For Four	mm	1						
	Wire Hose) of Heavy								
	Construction Machines								
28.	±	Ea	1						
	VT-651 Jhonston Runway								
	Sweeper								
29.	Gasket maker tube (85.2	Ea	1						
	Gram)								
	Total Rs								
	Discounts Rs								
	Price after Discount Rs								
	rices shall be inclusive of Tr	_	_	_	_	_			
deliver	y location (i.e Supply & Mair	ıtenanc	e Depot	SLAF Base 1	Katunayak	(e)			

IMPORTANT

- * Each page of 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 SSCL Tax, if applicable. Based on that, VAT shall be indicated on the price which includes SSCL.
- * Manufacturing details of the goods and warranty details shall be provided in a separate list prepared by the bidder as applicable.

ADDRESS AND CONTACT DETAILS OF THE BIDDER:

Name & Address:		
Company Name:		
••••••		••••••••••••
Registered Address.		•••••
Contact Person		
Name.	Phone	Email
1	•••••	•••••
2		
Date	Signature of	Bidder

FORM III – BID SECURITY (GUARANTEE)

[This bank Guarantee form indicated in brackets]	shall be filled in accordance with the instructions
office]	ssuing agency's name and address of issuing branch or
<u> </u>	of the Sri Lanka Air Force, Air Force Headquarters, adquarters Complex, Sri Jayewardenepura, Kotte, Sri
Date: [Insert (by issuing agency) date]
BID GUARANTEE No.:	[Insert (issuing agency) number]
a Joint Venture, list comple has submitted to you its bid called "the bid") for Establi Machine Spares, as and wh	at [Insert (issuing agency) name of the bidder; if ete legal names of partners] (hereinafter called "the bidder") dated [Insert (issuing agency) date] (hereinafter ishment of a Framework Agreement for the Supply of Heavy en required, for a period of One Year, commencing from 01 cember 2026 for SLAF under invitation for bids No. te IFB").
Furthermore, we understand by a Bid Guarantee.	d that, according to tour conditions, Bids must be supported
irrevocably undertake to pa LKR 32,000.00 [Insert am writing accompanied by a	r, we [Insert name of issuing agency] hereby by you any sum or sums not exceeding in total an amount of aount in words] upon receipt by us of your first demand in written statement stating that the Bidder is in breach of its conditions, because the Bidder.
(b) does not accept the Bidders (herein after "the I' I having been notified during the period of bid val (i) fails or refus (ii) fails or refus	d of the acceptance of its Bid by the Employer/Purchaser
the Contract	er is the successful bidder, upon our receipt of copies of signed by the Bidder and of the Performance Security u by the Bidder; or
- if the Bidde	er is not the successful bidder, upon the earlier of
	of a copy of your notification to the Bidder that the Bidder essful, otherwise it will remain in force up toe)

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

[signature(s) authorized representative(s)]

Notes:

Bank Guarantees issued by any of the following Banks/Institutions are acceptable;

- A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka;
- A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka;
- A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank; and

Note: The requirement of confirmation referred to above is not necessary, if the entity that issues the guarantee is an Export Import Bank (EXIM Bank), Export Credit Agency of any foreign Government or a reputed international financier acceptable to the Central Bank of Sri Lanka if proof concerning such approval is available.

FORM IV – MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

No.: AHQ/25/PUB/E/1020

To: Commander of the Sri Lanka Air Force, Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte, Sri Lanka

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

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

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on ______ day of ______, ____ [insert date of signing]

FORM V – NON-COLLUSION AFFIDAVIT (TEMPLATE)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- 35. That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on this day of ... at ...

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

FORM VI – COMPANY DETAILS

1.	COMPANY DETAILS						
	Name of the Company						
	Address						
	PV Number/ Company Registration Number						
	Date of Registration:						
2.	VAT						
	VAT Registration Number						
3.	POINT OF CONTACT						
	Contact name for enquiries about this submission:						
	Contact position (Job Title)						
	Address:						
	Tel number:						
	Fax number:						
	E-mail address:						
4.	OTHER DETAILS						
(s)?	ny of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor					
	state of bankruptcy, insolvency, compulsory winding up, receivership or to relevant proceedings:						
	en convicted of a criminal offence related to business or professional						
	Has committed an act of grave misconduct in the course of business						
Has no	Has not fulfilled obligations related to payment of taxes						
	y of serious misrepresentation in supplying information						
	n possession of relevant licences or membership of an appropriate sation where required by law						
	er from a country sanction under UN?						
	inswer to any of these is "Yes" please give brief details, including what has	s been done to put things					
right.	V	Far tange					

Section V. Schedule of Requirements Schedule of Goods/Services for Framework Agreement

Contents

- 1. Delivery Schedule
- 2. Eligibility and Qualification Requirements
- 3. Technical Specifications
- 4. Drawings
- 5. Inspections and Tests

1. <u>DELIVERY SCHEDULE</u>

Earliest Delivery	Latest Delivery Period	Bidders offered Delivery Date		
Period				
14 days	21 days			
	,			
Delivery Destination:	Supply and Maintenance Depot, Sri Lanka Air Force Base Katunayake	Agreed	Not Agreed	

The Bidder must indicate whether he **agreed** to deliver the goods / services to **the designated location of the SLAF** within the maximum allowable period. The agreed delivery period under the Framework Agreement will be stipulated by the SLAF for each Call-Off Order.

Deliveries beyond the latest delivery period will be rejected.

Instructions:

- 1. Cross out (X) either "Agreed" or "Not Agreed" to confirm compliance.
- 2. Fill in the proposed delivery date within the range above.

DETAILED EXPLANATION OF DELIVERY PERIOD CLAUSE

Key Definitions

2. Latest Delivery Period.

- a. Absolute deadline set by the SLAF for delivery/completion.
- b. Bids exceeding this period **automatically rejected**.

3. Earliest Acceptable Delivery Period.

- a. SLAF's preferred timeline for delivery/completion.
- b. Bids meeting this date gain a competitive advantage.

4. Compliance Rules.

- a. **Non-negotiable rejection.** Proposals exceeding the maximum allowable period (Latest Delivery Period) will be disqualified.
- b. Adjustment for delays beyond earliest date. A 1% cost will be added to the total bid price per additional week beyond the earliest delivery period.

2. <u>ELIGIBILITY AND QUALIFICATION REQUIREMENTS</u> <u>FOR BIDDERS</u>

- 1. **General Eligibility Criteria**. Bidders must meet the following requirements to participate in the bidding process:
 - a. Legal Status: Must be a legally registered entity (or natural person, where applicable) with valid documentation.
 - b. Financial Standing: Must demonstrate financial stability and capability to perform the contract.
 - c. Experience: Must have relevant experience in similar contracts (minimum years/scope to be specified based on the procurement nature).
 - d. Technical Capacity: Must possess the necessary technical expertise, equipment, and personnel to execute the contract.
 - e. Compliance with Laws: Must not be debarred, blacklisted, or under sanctions (as per Section 10.4 of the Procurement Guidelines).

2. <u>Ineligible Bidders</u>. A bidder shall be disqualified if:

- a. They are debarred or blacklisted by the Procuring Entity (PE) or any relevant authority.
- b. They have provided consulting services for the same contract (conflict of interest).
- c. In case of Joint Ventures (JV): No JV partner can submit more than one bid (individually or collectively).
- d. They are from a country under UN sanctions (for natural persons: nationality; for legal entities: country of incorporation).

NOTE: Suppliers listed in the Framework Agreement shall remain subject to ongoing monitoring of their qualifications, including legal standing, financial stability, and compliance with sanctions and debarment lists.

3. **Qualification Assessment**. After passing the preliminary examination, bids will undergo a detailed evaluation based on the following criteria:

CRITERIA	JUDGMENT				
Technical Evaluation	- Compliance with required technical specifications including				
	verification of proof of compliance with test reports/certificates				
	- Scope of supply, delivery, or services.				
	- Warranty, spare parts availability, and after-sales service				
	requirements.				
	Products/services may undergo testing/certification by designated				
	institutions (e.g., SLSI, SLITA, ITI, Moratuwa University) if				
	specified in Section V.				
Commercial	- Terms of payment. – Delivery schedule or completion period. –				
Evaluation	Compliance with duties and taxes.				
Experience & Past	- Experience in the respective field. – Experience in similar				
Performance	contracts.				
Financial	Financial soundness of the bidder.				
Technical and	Technical Expertise and Project Management Strength -				
managerial	Availability of certified/qualified professionals (engineers,				
competence.	technicians, specialists)				
	-Proposed methodology. –and management plan.				
	- Available resources (equipment & manpower).				
	Quality & Compliance – Technical certifications (ISO, industry-				
	specific standards).				
Additional	- Risk assessment.				
Considerations	- Innovation & sustainability (if applicable).				

- 4. Before awarding the contract, the selected lowest evaluated bidder will undergo a **final verification process** to confirm compliance with all financial, technical, and contractual requirements. The post-qualification verification will include:
 - (1) <u>Financial Capacity Review</u>. Ensuring the bidder can meet financial obligations considering current work commitments.
 - (2) <u>Performance Review</u>. Examination of past contract performance and compliance history including past SLAF experience with the bidder.
 - (3) Verification that the bidder meets all necessary legal (litigation, sanctions please provide the details required by Form- VI of Section IV), and regulatory including Environmental compliance (if applicable).
 - (4) Compliance with Contract Requirements: Ensuring the bidder's agreement for the following contractual requirements as given in Section VI and Section VII.

S/No	Feature	Whether agreed by the	If deviates the reason
		firm	
21.	Scope of Supply		
22.	Contract Price & Payment		
	Terms		
23.	Quantity & Delivery		
24.	Transportation		
25.	Inspection & Tests		
26.	Rejection & Replacement		
27.	Warranty		
28.	Taxes & Duties		
29.	Signing of Contract		
30.			
31.	Liquidated Damages		
32.	Assumption of Compliance		
33.	Settlement of Disputes		
34.	Termination & Expiry of		
	the Contract		
35.	Severability		
36.	Governing Law		
37.	Joint Venture		
38.	Force Majeure		
39.	Amendments		
40.	Confidentiality		

.

4. **Documentation Required**. Bidders must submit:

- a. Proof of legal registration (business license, tax certificates).
- b. Audited financial statements (last 3 years, if applicable).
- c. Experience records (similar projects completed).
- d. Declaration of non-debarment and compliance with sanctions.

SPECIFICATIONS

Ser. No	Service Varity No	Item Description	Den	Qty
1	SLAF3805048002	 Hydraulic Hose1 ¼ " (For Four Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
2	SLAF3805048018	 Hydraulic Hose ½" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
3	SLAF3805048019	 Hydraulic Hose ¼" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
4	SLAF3805048020	 Hydraulic Hose 5/16" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
5	SLAF3805048021	Hydraulic Hose 3/8'(For Two Wire) for heavy construction machines • Brand name and Country of manufacture to be mentioned.	m	1

		 Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 		
6	SLAF3805048033	 Hydraulic Hose 5/8" (For Four Wire) heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
7	SLAF3805048022	 Hydraulic Hose ³/₄" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
8	SLAF3805048030	 Hydraulic Hose ³/₄" (For Four Wire) heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
9	SLAF3805048023	 Hydraulic Hose 3/16" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1

10	SLAF3805048026	 Hydraulic Hose 1" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
11	SLAF3805048036	 Hydraulic Hose1" (For Four Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
12	SLAF3805048027	 Hydraulic Hose 1 ½" (For Two Wire) for heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
13	SLAF3805048032	 Hydraulic Hosel ½" (For Four Wire) heavy construction machines Brand name and Country of manufacture to be mentioned. Maximum working pressure to be mentioned Maximum proof pressure to be mentioned Minimum burst pressure to be mentioned Minimum bending radius to be mentioned Should be steel wire braided Maximum temperature to be mentioned 	m	1
14	SLAF3805048005	Ferrule ½" (For Two Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned. • Material should be steel or stainless steel	Ea	1
15	SLAF3805048013	Ferrule ½" (For Four Wire Hose) for heavy construction machines	Ea	1

		Brand name and Country of manufacture to be mentioned.		
		Material should be steel or stainless steel		
16	SLAF3805048008	Ferrule 5/8" (For Two Wire Hose) for heavy construction machines • Brand name to be mentioned • Country of manufacture to be mentioned • Material should be steel or stainless steel	Ea	1
17	SLAF3805048015	Ferrule 5/8" (For Four Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned. • Material should be steel or stainless steel	Ea	1
18	SLAF3805048009	Ferrule 3/8" (For Two Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned. • Material should be steel or stainless steel	Ea	1
19	SLAF3805048069	Ferrule 3/8" (for For wire) - Construction Machinery Common Spares • Brand name and Country of manufacture to be mentioned. • Material should be steel or stainless steel	Ea	1
20	SLAF3805048010	Ferrule 3/4" (For Two Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned • Material should be steel or stainless steel	Ea	1
21	SLAF3805048016	Ferrule 3/4" (For Four Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned • Material should be steel or stainless steel	Ea	1
22	SLAF3805048011	Ferrule 1¼" (For Four Wire Hose) for heavy construction machines • Brand name and Country of manufacture to be mentioned. • Material should be steel or stainless steel	Ea	1
23	SLAF3805048040	 Ferrule 1¼" (For Two Wire Hose) Brand name and Country of manufacture to be mentioned. Material should be steel or stainless steel 	Ea	1

24	SLAF3805048012	Ferrule 1" (For Four Wire Hose) for heavy construction machines	Ea	1
		 Brand name and Country of manufacture to be mentioned. 		
		Material should be steel or stainless steel		
25	SLAF3805048043	Ferrule 1" (For Two Wire Hose)	Ea	1
		 Brand name and Country of manufacture to be mentioned. 		
		Material should be steel or stainless steel		
26	SLAF3805048017	Ferrule 1 ½" (For Two Wire Hose) for heavy construction machines	Ea	1
		Brand name to be mentioned		
		Country of manufacture to be mentioned		
		Material should be steel or stainless steel		
27	SLAF3805048050	Ferrule 1 ½" (For Four Wire Hose) of Heavy Construction	mm	1
		Machines • Brand name to be mentioned		
		 Country of manufacture to be mentioned 		
		Material should be steel or stainless steel		
28	SLAF3805051013	Wide Sweep Brush For VT-651 Jhonston Runway Sweeper	Ea	1
		 Brand name and Country of manufacture to be mentioned. 		
		• Size -400 mm dia		
		Material - Polypropylene		
29	SLAF5920008041	Gasket maker tube (85.2 Gram)	Ea	1
		Brand name and Country of manufacture to be mentioned.		

OTHER CONDITIONS

- Items to be delivered within **14 days** after Confirmation of the Order.
- Items are to be delivered to the No 01 S&MD at SLAF Base Katunayake.

Estimated requirement of heavy machine spares for Year 2026

S/No	Item Variety No	Item Variety Description	DOQ	Required Qty
1	SLAF3805048002	Hydraulic Hose1 ¼ " (For Four Wire) for heavy construction machines	m	25
2	SLAF3805048018	Hydraulic Hose ½" (For Two Wire) for heavy construction machines	m	50
3	SLAF3805048019	Hydraulic Hose ¼" (For Two Wire) for heavy construction machines	m	50
4	SLAF3805048020	Hydraulic Hose 5/16" (For Two Wire) for heavy construction machines	m	50
5	SLAF3805048021	Hydraulic Hose 3/8'(For Two Wire) for heavy construction machines	m	50
6	SLAF3805048033	Hydraulic Hose 5/8" (For Four Wire) heavy construction machines	m	25
7	SLAF3805048022	Hydraulic Hose ¾" (For Two Wire) for heavy construction machines	m	50
8	SLAF3805048030	Hydraulic Hose ¾" (For Four Wire) heavy construction machines	m	50
9	SLAF3805048023	Hydraulic Hose 3/16" (For Two Wire) for heavy construction machines	m	50
10	SLAF3805048026	Hydraulic Hose 1" (For Two Wire) for heavy construction machines	m	50
11	SLAF3805048036	Hydraulic Hose1" (For Four Wire) for heavy construction machines	m	50
12	SLAF3805048027	Hydraulic Hose 1 ½" (For Two Wire) for heavy construction machines	m	50
13	SLAF3805048032	Hydraulic Hose1 ½" (For Four Wire) heavy construction machines	m	25
14	SLAF3805048005	Ferrule ½" (For Two Wire Hose) for heavy construction machines	Ea	25
15	SLAF3805048013	Ferrule ½" (For Four Wire Hose) for heavy construction machines	Ea	50
16	SLAF3805048008	Ferrule 5/8" (For Two Wire Hose) for heavy construction machines	Ea	50
17	SLAF3805048015	Ferrule 5/8" (For Four Wire Hose) for heavy construction machines	Ea	50
18	SLAF3805048009	Ferrule 3/8" (For Two Wire Hose) for heavy construction machines	Ea	60
19	SLAF3805048069	Ferrule 3/8" (for For wire) - Construction Machinery Common Spares	Ea	60
20	SLAF3805048010	Ferrule 3/4" (For Two Wire Hose) for heavy construction machines	Ea	60
21	SLAF3805048016	Ferrule 3/4" (For Four Wire Hose) for heavy construction machines	Ea	60

22	SLAF3805048011	Ferrule 1¼" (For Four Wire Hose) for heavy construction machines	Ea	40
23	SLAF3805048040	Ferrule 1 ¹ / ₄ " (For Two Wire Hose)	Ea	40
24	SLAF3805048012	Ferrule 1" (For Four Wire Hose) for heavy construction machines	Ea	50
25	SLAF3805048043	Ferrule 1" (For Two Wire Hose)	Ea	50
26	SLAF3805048017	Ferrule 1 ½" (For Two Wire Hose) for heavy construction machines	Ea	40
27	SLAF3805048050	Ferrule 1 ½" (For Four Wire Hose) of Heavy Construction Machines	mm	40
28	SLAF3805051013	Wide Sweep Brush For VT-651 Jhonston Runway Sweeper	Ea	125
29	SLAF5920008041	Gasket maker tube (85.2 Gram)	Ea	20

Specifications and tender conditions

- <u>a.</u> Required details to be filled by the supplier as per the table given above.
- <u>b.</u> Dimensions of the battery to be specified (**Length, Width and Height in cm/mm**
- <u>c</u> Country of manufacture and Brand name should be specified by the supplier
- <u>d</u> All offers should be supported with brochures/pictures
- <u>e</u> Batteries should have a **guarantee period** (Minimum 12 Months for the Item No. 1 to 5 and 16, minimum 24 Months for the Item No 6 to 09 and 11, minimum 18 Months for the item No 10, 12, 14 and 15, minimum 30 Months for the item No 13.)
- <u>f</u> Preference will be given to the bidders who providing of same maintenance free batteries to the tender
- g Brief descriptions regarding the periodic maintenance of batteries to be provided with the bids respectively.
- <u>h</u> Respective warranty/guarantee statements to be provided by the supplier for each item
- j Delivery period to be specified.
- $\underline{\mathbf{k}}$ Preference will be given to the supplier who has road side assistance and customer supports agents all over the country
- 1 Item availability to be specified. Ex stock supply will be given priority
- <u>m</u> Year of manufacture (YOM) of the battery to be specified by the supplier
- <u>n</u> Maintenance instructions to be supplied along with each item

5. INSPECTIONS AND TESTS

"For products meeting the specified criteria, bidders may submit valid and current certifications or third-party test reports in lieu of physical samples. SLAF reserves the right to independently verify any submitted certifications or test reports and may request physical samples at any stage of the evaluation process. If certifications are not provided, bidders must submit relevant compliance documentation, such as product brochures, for review with the bid. Upon receipt of the confirmed order, the bidder must deliver the goods with certifications that remain valid at the time of delivery, along with warranty certificates, if applicable. Additionally, SLAF reserves the right to request further verification or retesting of the goods upon receipt at the bidder's cost, prior to final acceptance, if deemed necessary. If the sample fails laboratory testing, testing fees borne by the bidder will be reimbursed by the SLAF."

Section VI Conditions of Contract

SECTION	CLAUSE	TEXT
DEFINITIONS	1. Definitions	1.1 The following words and expressions shall have the
	1. Delimitions	meanings hereby assigned to them:
		(a) The Contract means a Framework Agreement which is is a
		competitively awarded, fixed-price one-year arrangement
		between the Procuring Entity and one or more pre-selected
		suppliers. It sets out the agreed terms and conditions, including
		pricing, delivery, and service levels under which specific
		"Call-Off" Orders for Goods, Works, or Services may be
		issued in the future. No financial commitment is made at the
		time of signing the agreement; obligations arise only when
		individual Call-Off Orders are placed. Once established, no
		additional suppliers may be added during the term of the
		agreement.
		(b) "Contract Documents" means the documents listed in the
		Contract Agreement, including any amendments thereto.
		(C)"Contract Price" The total price payable to the Supplier for
		the provision of Goods and Related Services as specified in the
		individual Call-Off Orders and Agreements that will be issued
		under this Framework Agreement.
		(d) "Day" means calendar day.
		(E) "Completion" means the fulfilment of the supply of Goods
		to the destination specified and completion of the Related
		Services by the Supplier in accordance with the terms and
		conditions set forth in each call off.
		(f) "CC" means the Conditions of Contract.(g) "Goods" means all of the commodities, raw material,
		machinery and equipment, and/or other materials that the
		Supplier is required to supply to the Purchaser under the
		Contract.
		(h) "Purchaser" means the entity purchasing the Goods and
		Related Services, as specified in the Contract Data.
		(i) "Related Services" means the services incidental to the
		supply of the goods, such as insurance, installation, training
		and initial maintenance and other such obligations of the
		Supplier under the Contract.
		(j) "Subcontractor" means any natural person, private or
		government entity, or a combination of the above, to whom any
		part of the Goods to be supplied or execution of any part of the
		Related Services is subcontracted by the Supplier.
		(k) "Supplier" means the natural person, private or government
		entity, or a combination of the above, whose bid to perform the
		Contract has been accepted by the Purchaser and is named as
		such in the Contract Agreement. The Supplier is directly
		accountable for ensuring compliance with all terms and

		conditions of the Agreement including quality standards
		conditions of the Agreement, including quality standards, delivery timelines, ethical practices, and performance metrics. (I) "Procuring Entity (PE)". The Sri Lanka Air Force (SLAF), representing the Government of the Democratic Socialist Republic of Sri Lanka, acting as the contracting authority under this Framework Agreement. (M) Call-Off Order - A specific order issued by the PE to the Supplier under the Framework Agreement, detailing the scope of work, deliverables, timelines, pricing, and performance expectations as agreed in the Framework Agreement.
		(N) Contract Price(P) "The Project Site," where applicable, means the place
		named in the Contract Data.
Contract	2. Contract	2.1 Subject to the order of precedence set forth in the Contract,
Documents	Documents	all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
Fraud and	3. Fraud and	3.1 The Government of Sri Lanka requires the Purchaser as
Corruption	Corruption	well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy: (i) "compart processes" means offening civing receiving and areas of the processes.
		(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement
		process or in contract execution;
		(ii) "fraudulent practice" means a misrepresentation or
		omission of facts in order to influence a procurement process
		or the execution of a contract;
		(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non- competitive levels; and
		(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
Interpretation	4. Interpretation	4.1 If the context so requires it, singular means plural and vice versa.
		4.2 Entire Agreement: The Contract constitutes the entire
		agreement between the Purchaser and the Supplier and
		supersedes all communications, negotiations and agreements
		(whether written or oral) of the parties with respect thereto
		made prior to the date of Contract/ Framework Agreement. 4.3 Amendment: No amendment or other variation of the
		Contract shall be valid unless it is in writing, is dated, expressly
		refers to the Contract, and is signed by a duly authorized
		representative of each party thereto.
		4.4 Severability: If any provision or condition of the Contract
		is prohibited or rendered invalid or unenforceable, such
		prohibition, invalidity or unenforceability shall not affect the

		validity or enforceability of any other provisions and conditions of the Contract.
Language	5. Language	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
Joint Venture, Consortium or Association	6. Joint Venture, Consortium or Association	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
Eligibility	7. Eligibility	7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
Notices	8. Notices	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt. 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
Governing Law	9. Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
Settlement of Disputes	10. Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration

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		proceedings shall be conducted in accordance with the
		Arbitration Act No:11 of 1995.
		10.3 Notwithstanding any reference to arbitration herein,
		(a) the parties shall continue to perform their respective
		obligations under the Contract unless they otherwise agree; and
		(b) the Purchaser shall pay the Supplier any monies due the
		Supplier.
Scope of Supply	11. Scope of	11.1 The Goods and Related Services to be supplied shall be
scope or suppry	Supply	as specified in the Schedule of Requirements.
Delivery and	12. Delivery and	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods
Documents	Documents	and Completion of the Related Services shall be in accordance
Documents	Documents	<u> </u>
		with the Delivery and Completion Schedule specified in the
		Schedule of Requirements. Where applicable the details of
		shipping and other documents to be furnished by the Supplier
		are specified in the Contract Data.
Supplier's	13. Supplier's	13.1 The Supplier shall supply all the Goods and Related
Responsibilities	Responsibilities	Services included in the Scope of Supply in accordance with
		CC Clause 11, and the Delivery and Completion Schedule, as
		per CC Clause 12.
Contract Price	14. Contract	14.1 Prices charged by the Supplier for the Goods supplied and
	Price	the Related Services performed under the Contract shall not
		exceed the Contract Price.
Terms of	15. Terms of	15.1 The Contract Price, shall be paid as specified in
Payment	Payment	the Contract Data.
I uj mem	Taymont	15.2 The Supplier's request for payment shall be made to the
		Purchaser in writing, accompanied by invoices describing, as
		appropriate, the Goods delivered and Related Services
		performed, and by the documents submitted pursuant to CC
		Clause 12 and upon fulfilment of all other obligations
		stipulated in the Contract.
		15.3 Payments shall be made promptly by the Purchaser, but in
		no case later than twenty eight (28) days after submission of an
		invoice or request for payment by the Supplier, and after the
		Purchaser has accepted it.
Taxes and Duties	16. Taxes and	16.1 The Supplier shall be entirely responsible for all taxes,
	Duties	duties, license fees, etc., incurred until delivery of the
		contracted Goods to the Purchaser.
Performance	17. Performance	17.1 If required as specified in the Contract Data , the Supplier
Security	Security	shall, within fourteen (14) days of the notification of contract
		award, provide a performance security of Ten percent (10%)
		of the Contract Price for the performance of the Contract.
		17.2 The proceeds of the Performance Security shall be
		payable to the Purchaser as compensation for any loss resulting
		from the Supplier's failure to complete its obligations under
		the Contract.
		17.3 As specified in the Contract Data, the Performance
		Security, if required, shall be in Sri Lanka Rupees and shall be
		in the format stipulated by the Purchaser in the Contract Data,
		or in another format acceptable to the Purchaser.

Copyright	18. Copyright	17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract/Framework Agreement, including any warranty obligations. 18.1 The copyright in all drawings, documents, and other
		materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
Confidential Information	19. Confidential Information	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19. 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
Subcontracting	20. Subcontracting	20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
Specifications and Standards	21. Specifications and Standards	21.1 Technical Specifications and Drawings: (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements

		and, when no applicable standard is mentioned, the standard
		shall be equivalent or superior to the official standards whose
		application is appropriate to the Goods' country of origin.
		(b) The Supplier shall be entitled to disclaim responsibility for
		any design, data, drawing, specification or other document, or
		any modification thereof provided or designed by or on behalf
		of the Purchaser, by giving a notice of such disclaimer to the
		Purchaser.
		I Wherever references are made in the Contract to codes and
		standards in accordance with which it shall be executed, the
		edition or the revised version of such codes and standards shall
		be those specified in the Schedule of Requirements. During
		Contract execution, any changes in any such codes and
		standards shall be applied only after approval by the Purchaser
		and shall be treated in accordance with CC Clause 32.
Packing and	22. Packing and	22.1 The Supplier shall pack the Goods as is required to
Documents	Documents	prevent their damage or deterioration during transit to their
	200011101100	final destination, as indicated in the Contract.
Insurance	23. Insurance	23.1 Unless otherwise specified in the Contract Data , the
insurance	23. Histianee	Goods supplied under the Contract shall be fully insured
		against loss or damage incidental to manufacture or
	2.4	acquisition, transportation, storage, and delivery.
Transportation	24.	24.1 Unless otherwise specified in the Contract Data,
	Transportation	responsibility for arranging transportation of the Goods shall
		be a responsibility of the supplier.
Inspections and	25. Inspections	25.1 The Supplier shall at its own expense and at no cost to the
Tests	and Tests	Purchaser carry out all such tests and/or inspections of the
		Goods and Related Services as are specified in the Contract
		Data . 25.2 The inspections and tests may be conducted on the
		premises of the Supplier or its Subcontractor, at point of
		delivery, and/or at the Goods' final destination, or in another
		place as specified in the Contract Data. Subject to CC Sub-
		Clause 25.3, if conducted on the premises of the Supplier or its
		Subcontractor, all reasonable facilities and assistance,
		including access to drawings and production data, shall be
		furnished to the inspectors at no charge to the Purchaser.
		25.3 The Purchaser or its designated representative shall be
		entitled to attend the tests and/or inspections referred to in CC
		Sub-Clause 25.2, provided that the Purchaser bear all of its
		own costs and expenses incurred in connection with such
		attendance including, but not limited to, all traveling and board
		and lodging expenses. 25.4 Whenever the Supplier is ready to
		carry out any such test and inspection, it shall give a reasonable
		advance notice, including the place and time, to the Purchaser.
		The Supplier shall obtain from any relevant third party or
		manufacturer any necessary permission or consent to enable
		the Purchaser or its designated representative to attend the test
		and/or inspection.
		25.5 The Purchaser may require the Supplier to carry out any
		· · · · · · · · · · · · · · · · · · ·
i	1	test and/or inspection not required by the Contract but deemed

		necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and
		standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of
		such test and/or inspection shall be added to the Contract Price.
		Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other
		obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the
		other obligations so affected.
		25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
		25.7 The Purchaser may reject any Goods or any part thereof
		that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace
		such rejected Goods or parts thereof or make alterations
		necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the
		Purchaser, upon giving a notice pursuant to CC Sub-Clause
		25.4.25.8 The Supplier agrees that neither the execution of a test
		and/or inspection of the Goods or any part thereof, nor the
		attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the
		Supplier from any warranties or other obligations under the
T * * 1 . 4 . 1	26 1: :1 4 1	Contract.
Liquidated Damages	26. Liquidated Damages	26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of
		delivery or perform the Related Services within the period
		specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the
		Contract Price, as liquidated damages, a sum equivalent to the
		percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week
		or part thereof of delay until actual delivery or performance, up
		to a maximum deduction of the percentage specified in those Contract Data . Once the maximum is reached, the
		Purchaser may terminate the Contract pursuant to CC Clause
Warranty	27 Warranty	34.27.1 The Supplier warrants that all the Goods are new, unused,
Warranty	27. Warranty	and of the most recent or current models, and that they
		incorporate all recent improvements in design and materials,
		unless provided otherwise in the Contract. 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further
		warrants that the Goods shall be free from defects arising from
		any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the
		conditions prevailing in the country of final destination.
		27.3 Unless otherwise specified in the Contract Data , the warranty shall remain valid for twelve (12) months after the

		Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
		27.4 The Purchaser shall give notice to the Supplier stating the
		nature of any such defects together with all available evidence
		thereof, promptly following the discovery thereof. The
		Purchaser shall afford all reasonable opportunity for the
		Supplier to inspect such defects.
		27.5 Upon receipt of such notice, the Supplier shall, within the
		period specified in the Contract Data, expeditiously repair or
		replace the defective Goods or parts thereof, at no cost to the
		Purchaser.
		27.6 If having been notified, the Supplier fails to remedy the
		defect within the period specified in the Contract Data, the
		Purchaser may proceed to take within a reasonable period such
		remedial action as may be necessary, at the Supplier's risk and
		expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
Patent Indemnity	28. Patent	28.1 The Supplier shall, subject to the Purchaser's compliance
1 atent muchinity	Indemnity	with CC Sub-Clause 28.2, indemnify and hold harmless the
	machinity	Purchaser and its employees and officers from and against any
		and all suits, actions or administrative proceedings, claims,
		demands, losses, damages, costs, and expenses of any nature,
		including attorney's fees and expenses, which the Purchaser
		may suffer as a result of any infringement or alleged
		infringement of any patent, utility model, registered design,
		trademark, copyright, or other intellectual property right
		registered or otherwise existing at the date of the Contract by
		reason of:
		(a) the installation of the Goods by the Supplier or the use of
		the Goods in the country where the Site is located; and
		(b) the sale in any country of the products produced by the
		Goods. Such indemnity shall not cover any use of the Goods
		or any part thereof other than for the purpose indicated by or to
		be reasonably inferred from the Contract, neither any
		infringement resulting from the use of the Goods or any part
		thereof, or any products produced thereby in association or
		combination with any other equipment, plant, or materials not
		supplied by the Supplier, pursuant to the Contract. 28.2 If any proceedings are brought or any claim is made
		against the Purchaser arising out of the matters referred to in
		CC Sub-Clause 28.1, the Purchaser shall promptly give the
		Supplier a notice thereof, and the Supplier may at its own
		expense and in the Purchaser's name conduct such proceedings
		or claim and any negotiations for the settlement of any such
		proceedings or claim.
		28.3 If the Supplier fails to notify the Purchaser within twenty-
		eight (28) days after receipt of such notice that it intends to
		conduct any such proceedings or claim, then the Purchaser
		shall be free to conduct the same on its own behalf.

		28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
Limitation of Liability	29. Limitation of Liability	29.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.
Change in Laws and Regulations	30. Change in Laws and Regulations	30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
Force Majeure	31. Force Majeure	31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not

Change Orders and Contract Amendments	32. Change Orders and Contract Amendments	foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; I the place of delivery; and (d) the Related Services to be provided by the Supplier. 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
Extensions of Time	33. Extensions of Time	33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

		33.2 Except in case of Force Majeure, as provided under CC
		Clause 31, a delay by the Supplier in the performance of its
		Delivery and Completion obligations shall render the Supplier
		liable to the imposition of liquidated damages pursuant to CC
		Clause 26, unless an extension of time is agreed upon, pursuant
		to CC Sub-Clause 33.1.
Termination	34. Termination	34.1 Termination for Default:
Termination	54. Termination	(a) The Purchaser, without prejudice to any other remedy for
		breach of Contract, by written notice of default sent to the
		Supplier, may terminate the Contract in whole or in part:
		(i) if the Supplier fails to deliver any or all of the Goods within
		the period specified in the Contract, or within any extension
		thereof granted by the Purchaser pursuant to CC Clause 33;
		(ii) if the Supplier fails to perform any other obligation under
		the Contract; or
		(iii) if the Supplier, in the judgment of the Purchaser has
		engaged in fraud and corruption, as defined in CC Clause 3, in
		competing for or in executing the Contract.
		(b) In the event the Purchaser terminates the Contract in whole
		or in part, pursuant to CC Clause 34.1(a), the Purchaser may
		procure, upon such terms and in such manner as it deems
		appropriate, Goods or Related Services similar to those
		undelivered or not performed, and the Supplier shall be liable
		to the Purchaser for any additional costs for such similar Goods
		or Related Services. However, the Supplier shall continue
		performance of the Contract to the extent not terminated.
		34.2 Termination for Insolvency:
		(a) The Purchaser may at any time terminate the Contract by
		giving notice to the Supplier if the Supplier becomes bankrupt
		or otherwise insolvent. In such event, termination will be
		without compensation to the Supplier, provided that such
		termination will not prejudice or affect any right of action or
		remedy that has accrued or will accrue thereafter to the
		Purchaser.
		34.3 Termination for Convenience:
		(a) The Purchaser, by notice sent to the Supplier, may
		terminate the Contract, in whole or in part, at any time for its
		convenience. The notice of termination shall specify that
		termination is for the Purchaser's convenience, the extent to
		which performance of the Supplier under the Contract is
		terminated, and the date upon which such termination becomes
		effective.
		(b) The Goods that are complete and ready for shipment within
		twenty-eight (28) days after the Supplier's receipt of notice of
		termination shall be accepted by the Purchaser at the Contract
		terms and prices. For the remaining Goods, the Purchaser may
		elect:
		(i) to have any portion completed and delivered at the Contract
		terms and prices; and/or

		(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
Assignment	35. Assignment	35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their

SECTION VII

CONTRACT DATA

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

CLAUSE	GENERAL		
CC 1.1(i)	The Purchaser is Sri Lanka Air Force.		
CC 1.1(m)	The Project Site(s)/Final Destination(s) is/are Supply & Maintenance Depot		
	SLAF Base Katunayake		
CC7	Bidders should note that this procurement is being conducted under a Framework Agreement mechanism. Successful bidders will be listed in the Agreement and may be called upon to supply Goods/Services on an as-needed basis. No financial commitment shall arise from inclusion in the Framework Agreement. The Framework Agreement shall remain valid for a period of ONE year, unless extended or terminated in accordance with the Conditions of Contract. Under this arrangement: a. Individual orders ("call-offs") shall be issued as needed by the SLAF during the validity period of the Framework Agreement. b. Call-offs shall be issued based on pre-agreed pricing and terms established at the time of Framework Agreement award. c. There shall be no obligation on the part of the SLAF to issue any minimum quantity or value of call-offs. d. Payment shall be made strictly on a Payment on Delivery and Acceptance basis. e. The delivery schedule for each call-off shall be as defined in the Framework Agreement. f. Suppliers failing to meet performance standards may be excluded from future call-offs, subject to formal review and notification by the SLAF.		
	g. No new suppliers shall be added to the Framework Agreement after its establishment, except in exceptional circumstances approved by the Procuring Entity.		
CC 8.1	For notices, the Purchaser's address shall be:		
	Chief Procurement Officer		
	Air Force Headquarters		
	P.O Box 594, Defence Headquarters Complex		
	Sri Jayewardenepura, Kotte		
	Sri Lanka.		
	Tel : +94 112 328850/ 2441553		
	E-mail: <u>lquote@slaf.gov.lk</u>		

Details of Shipping and other Documents to be furnished by the Supplier are For Local Contract

- a. Original Invoice (This should be prepared in accordance with the details given in the SLAF Order Form Any disparity between the order form and your invoice may cause rejection of your invoice and delays in the payment process)
- ii. A copy of the SLAF Order Form
- iii. Duly Completed and signed F 666 s (F 666 is an SLAF document that must be submitted along with your invoice)
- iv. SLAF Convoy Note (this should be collected from Collection and Clearance Section Sri Lanka Air Force Headquarters Sri Jayawardenepura on Tel. 0112-441044 Ext. 12946).
- v. Any other document such as Warranty Cards, Manuals etc which are required for acceptance of the goods.

CC 15.1

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods, Works, or Non-consulting Services supplied under this Framework Agreement shall be made strictly on a Payment on Delivery basis for each individual Call-Off Order. There is no financial commitment made by the Purchaser for the Framework Agreement itself. The Purchaser shall make payment within 45 working days of satisfactory delivery and acceptance of Goods/Services as specified in the respective Call-Off Order, and upon presentation of a valid invoice along with duly completed F 666s and copy of the SLAF Order Form.

As stated above, the following documents are required for the payment:

- b. Original Invoice (This should be prepared in accordance with the details given in the SLAF Order Form)
- ii. A copy of SLAF Order Form
- iii. Duly Completed and signed F 666 s (F 666 is an SLAF document that must be submitted along with your invoice)
- iv. Warranty Certificate (if applicable)

No advance payment will be paid by the SLAF.

CC 17.1

A Performance Security shall be (10%) of the contract value.

CC 25.1

The inspections and tests shall be

"For products meeting the specified criteria, bidders may submit valid and current certifications or third-party test reports in lieu of physical samples. SLAF reserves the right to independently verify any submitted certifications or test reports and may request physical samples at any stage of the evaluation process. If certifications are not provided, bidders must submit relevant compliance documentation, such as product brochures, for review with the bid. Upon receipt of the confirmed order, the bidder must deliver the goods with certifications that remain valid at the time of delivery, along with warranty certificates, if applicable. Additionally, SLAF reserves the right to request further verification or retesting of the goods upon receipt at the bidder's cost,

	prior to final acceptance, if deemed necessary. If the sample fails laboratory testing, testing fees borne by the bidder will be reimbursed by the SLAF."		
CC 25.2	The inspections and tests shall be conducted upon receipt of Goods at Sri Lanka		
	Air Force Base Katunayake.		
CC 26.1	In the event that the Supplier/Service Provider fails to deliver the goods within		
	the agreed delivery schedule, the Supplier/Service Provider shall be liable to pay		
	liquidated damages to the Sri Lanka Air Force (SLAF) at a rate of 1% of the		
	total contract value per week (or part thereof) for each week of delay. The		
	total liquidated damages payable under this clause shall not exceed 10% of the		
	total contract value. Should the accumulated liquidated damages reach the		
	maximum limit of 10%, SLAF reserves the right to terminate the contract and		
	seek alternative suppliers without further notice.		
	FOR LKR:		
CC 26.1	The maximum amount of liquidated damages shall be 10%.		
CC 32	The prices shall be fixed and firm during the performance of the contract.		

SECTION IX

CONTRACT FORMS

1. Contract Agreement

THIS CONTRACT AGREEMENT is made the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) [Add here any other document(s)]
- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka on the day, month, and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

2. PERFORMANCE SECURITY

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

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

--- [Issuing Agency's Name, and Address of Issuing Branch or Office] ---

Beneficiary: Commander of the Sri Lanka Air Force, Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte, Sri Lanka

Date: ---

PERFORMANCE GUARANTEE No.: ---

We have been informed that --- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. --- [reference number of the contract] dated --- with you, for the Establishment of a Framework Agreement for the Supply of Heavy Machine Spares, as and when required, for a period of One Year, commencing from 01 January 2026 to 31 December 2026 for SLAF (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we --- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --- [amount in figures] (----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... day of, 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period], and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]