

SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



BIDDING DOCUMENT [NATIONAL COMPETITIVE BIDDING]

SALE OF UNSERVICEABLE AND SCRAP VEHICLES
AVAILABLE AT S&MD SLAF KAT WHICH WERE
RECOMMENDED THROUGH BOARD OF SURVEY

TENDER IDENTIFICATION NUMBER: AHQ/26/PUB/MIS/1001

Invitation for Bids

The Democratic Socialist Republic of Sri Lanka Sri Lanka Air Force

SALE OF UNSERVICEABLE AND SCRAP VEHICLES AVAILABLE AT S&MD SLAF KAT WHICH WERE RECOMMENDED THROUGH BOARD OF SURVEY

Contract Identification No: AHQ/26/PUB/MIS/1001

1. The Chairman Departmental Procurement Committee (DPC), on behalf of Sri Lanka Air Force, now invites sealed bids from eligible and qualified bidders for Sale of Unserviceable and Scrap Vehicles available at S&MD SLAF KAT which were recommended through Board of Survey (AHQ/26/PUB/MIS/1001).
2. Bidding will be conducted through National Competitive Bidding Procedure (NCB).
3. Interested bidders may inspect the bidding documents (free of charge) at **Procurement Division, Sri Lanka Air Force Headquarters, Sri Jayawardenepura** from 0900hrs to 1500hrs on every working day and can be purchased **between 1000hrs and 1400hrs on every working day from the Procurement Division, Sri Lanka Air Force Headquarters, Sri Jayawardenepura** upon payment of a **non-refundable fee of Rs. 3,500.00** to the Shroff Sri Lanka Air Force. The method of payment will be in cash. **The Bid shall be valid up to 13 August 2026**
4. A detailed list of vehicles (make, model, year, chassis/engine numbers, condition remarks) is available for inspection at S&MD SLAF Katunayake during working hours from 26 January 2026 to 12 February 2026. Prospective bidders are strongly encouraged to conduct physical inspections prior to bidding.
5. All bids must be accompanied by a Bid Security in the form of a Bank Guarantee and it shall be an unconditional and irrevocable. The value of the Bank Guarantee shall be **100,000.00 (Rupees One Hundred Thousand Only). The Bid Security shall be valid up to 31 December 2026.**
6. Bids must be delivered by hand or via registered courier to the following address, clearly marked with the reference number **AHQ/26/PUB/MIS/1001**, no later than **1030 hrs on 13 February 2026**:

Sri Lanka Air Force Headquarters
Sri Jayawardenepura
Kotte

7. Late bids will be rejected. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

The Chairman
Departmental Procurement Committee
Air Force Headquarters
Sri Jayawardenepura
Kotte

8. Bids will be evaluated based on the highest most responsive offer. The SLAF reserves the right to accept or reject any or all bids without assigning reasons.

9. Bidders must certify that they have not offered, promised or given any undue advantage to influence the procurement process. Violation may result in disqualification and legal action.

10. The term “Purchaser” as used throughout these Bidding Documents shall refer to the Sri Lanka Air Force, acting through the Departmental Procurement Committee (DPC), Air Headquarters, Sri Jayawardenepura, Kotte, in its official capacity as the disposing authority of unserviceable and scrap vehicles declared surplus by the Board of Survey under Contract No. AHQ/26/PUB/MIS/1001. Notwithstanding the use of the term “Purchaser” in these Bidding Documents, the said entity shall, for all purposes of this disposal process, be deemed to be the Seller of the assets offered herein.

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

TP SAMADASA

Group Captain
Chief Procurement Officer
Sri Lanka Air Force Headquarters
Sri Jayawardenepura
Kotte
Tel: 011 2347694
Fax: 011 2347694/2441554
Email: cpd@slaf.gov.lk

RMNS RATHNAYAKE

Wing Commander
Staff Officer Procurement (Tenders)
Sri Lanka Air Force Headquarters
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PPRN PEIRIS

Squadron Leader
Assistant Staff Officer Procurement (Tenders)
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Section I

Instructions to Bidders

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

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

General

1. Scope of Bid

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

1.2 Throughout these Bidding Documents:

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

2. Source of Funds

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

3. Ethics, Fraud and Corruption

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

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

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

- (a). “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b). “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c). “collusive practice” means a scheme or arrangement between two or more BIDDERs, with or without the knowledge of the PURCHASER to establish bid prices at artificial, non-competitive levels; and

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

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

4. Eligible Bidders

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

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

- (a). are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the PURCHASER to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b). submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

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

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

5. Eligible Goods

5.1 All goods and related services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

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

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

7. Clarification of Bidding Documents

7.1 A prospective BIDDER requiring any clarification of the Bidding including the restrictiveness of specifications shall contact the PURCHASER in writing at the PURCHASER's address **specified in the BDS**. The PURCHASER will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The PURCHASER shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the PURCHASER deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

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

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

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

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

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

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

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

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

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

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

- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
- (b) on the previously imported goods of foreign origin

(ii) However, VAT shall not be indicated in the price but shall be indicated separately;

(iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services and

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

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

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the BIDDER

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

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

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

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

17.3 The 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 maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- (c) That the bidder meets each of the qualification criterion specified in section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

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

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

20. Bid Security

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

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

- (a) At the BIDDER's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) Be issued by an institution acceptable to PURCHASER. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
- (c) Be substantially in accordance with the form included in Section IV, Bidding Forms;
- (d) Be payable promptly upon written demand by the PURCHASER in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) Be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period **specified in the BDS**

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

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

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

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

21. Format and Signing of Bid

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

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

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

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the BIDDER;
- (b) Be addressed to the PURCHASER in accordance with ITB Sub-Clause 23.1;
- (c) Bear the specific identification of this bidding process as **indicated in the BDS**; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal and Modification of Bids

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

- (a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
- (b) Received by the PURCHASER prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26. Bid Opening

26.1 The PURCHASER shall conduct the bid 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. 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 resealed in separate envelopes, promptly after the bid opening. The BIDDER s' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all BIDDER s who submitted bids in time.

Evaluation and Comparison of Bids

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

28. Clarification of Bids

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 in the Evaluation of the bids, in accordance with ITB Clause 31.

29. Responsiveness of 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. One that: A material deviation, reservation, or omission is

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the PURCHASER's rights or the BIDDER's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive presenting of other BIDDER s presenting substantially responsive bids.

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.

30. Non conformities, Errors, and Omissions

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:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the PURCHASER there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

31. Preliminary Examination of Bids

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

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

32. Examination of Terms and Conditions; Technical Evaluation

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

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 30, the PURCHASER shall reject the Bid.

33. Conversion to Single Currency

33.1 If the BIDDERs are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the PURCHASER shall convert all bid prices expressed in foreign currencies into 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 Preference

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

35. Evaluation of Bids

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

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

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 31.3;
- (c) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3 in
- (d) Adjustments due to the application of the evaluation criteria **specified in the BDS**.
- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 35 if applicable.

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

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 36.

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.

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 contract award, without thereby incurring any liability to BIDDERs.

Award of Contract

39. Award Criteria

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

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

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

41. Notification of Award

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

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

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

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 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.

21 January 2026

-Signed-
(TP SAMADASA)
Group Captain
Actg **CHIEF PROCUREMENT OFFICER**

Section II

Bidding Data

Section II. Bidding Data Sheet (BDS)

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

ITB Clause	A. General
ITB 1.1	The term “Purchaser” as used throughout these Bidding Documents shall refer to the Sri Lanka Air Force , acting through the Departmental Procurement Committee (DPC), Air Headquarters, Sri Jayewardenepura, Kotte, in its capacity as the disposing authority of unserviceable and scrap vehicles declared surplus by the Board of Survey.
ITB 1.1	<p>The name and identification number of the Contract are: Sale of Unserviceable and Scrap Vehicles – Contract No. AHQ/26/PUB/MIS/1001.</p> <p>No lots are applicable for this procurement.</p>
ITB 2.1	This is a disposal of surplus state assets; no external funding is involved. Proceeds from the sale shall be remitted to the Consolidated Fund of the Government of Sri Lanka in accordance with Treasury regulations.
ITB 4.1	<p>All Bidders shall possess full legal capacity and eligibility under the laws and regulations of Sri Lanka to purchase and dispose of motor vehicles.</p> <p>In particular, active-duty personnel of the Sri Lanka Air Force or any other agency involved in the survey, valuation or disposal of the subject vehicles are expressly prohibited from participating, directly or indirectly in this bidding process.</p> <p>Submission of a bid shall constitute a declaration by the Bidder that it is not disqualified under any applicable law, regulation or government directive.</p>
ITB 4.2	<p>Prospective Bidders are strongly encouraged to inspect the unserviceable and scrap vehicles listed for sale at Supply & Maintenance Depot (S&MD), SLAF Katunayake.</p> <p>Such inspections may be conducted only upon prior written approval from the Commander, Sri Lanka Air Force, Air Headquarters, Sri Jayewardenepura, Kotte. Requests for site visits must be submitted to the Chief Procurement Officer at least three (3) working days before the proposed visit date. Acceptable modes of submission:</p> <p>Email: cpd@slaf.gov.lk, acpot@slaf.gov.lk WhatsApp: +940772998408 / +94 74 124 7645.</p> <p>All costs related to travel, logistics and site inspection shall be borne solely by the Bidder. The Sri Lanka Air Force assumes no responsibility for any loss, injury or damage incurred during such visits.</p>
ITB 4.4	Foreign BIDDERs are Not allowed to participate in bidding.

B. Preparation of Bids	
ITB 7.1	<p>For clarification purposes, the Purchaser's address is:</p> <p>Attention: Chief Procurement Officer / Staff Officer Procurement (Tenders) Address: Procurement Division, Sri Lanka Air Force Headquarters, Sri Jayewardenepura, Kotte</p> <p>Telephone: 011-2347694 / 011-2441044 (Extn. 12915 / 12916) Facsimile number: 011-2347694 / 011-2441553 Electronic mail address: cpd@slaf.gov.lk / acpot@slaf.gov.lk WhatsApp: +940772998408 / +94 74 124 7645</p>
ITB 9.1	The Bidder shall bear all costs incurred in the preparation and submission of its bid. The Purchaser shall not be responsible for any such costs, regardless of the outcome of the bidding process.
ITB 11.1©	<p>The Bidder shall submit the following additional documents:</p> <p>(a) Valid Business Registration Certificate or (b) Copy of NIC</p>
ITB 10.1	<p>The Bids and all related documents to be associated with bids and the supporting documents shall be in English language.</p> <p>However, if any supporting documents available in Sinhala can be provided with the bid.</p>
ITB 14.3	Bidders may quote for one or more vehicles listed in the Schedule of Vehicles. The bidder shall indicate Price Schedule and unit prices of goods it proposes to be purchased under this Contract.
ITB 15.1	The BIDDER shall quote in Sri Lankan rupees .
ITB 17.1	Not applicable.
ITB 19.1	The period of Bid validity shall be 13 August 2026 from date of opening of bid.
ITB 20.2	<p>Bid shall include a Bid Security in the form of an unconditional and irrevocable Bank Guarantee issued by a licensed commercial bank in Sri Lanka, using the format in Section IV or equivalent acceptable to the Purchaser.</p> <p>(c) The amount of the bid security shall be 100,000.00 (One Hundred Thousand Rupees Only).</p> <p>b. The validity period of the Bid Security Shall be until 31 December 2026.</p> <p>c. The beneficiary of the bid security shall be address to the Commander of the Sri Lanka Air Force.</p>
D. Submission and opening of Bids	
ITB 22.2 ©	<p>The inner and outer envelops shall bear the following identification marks</p> <p>Heading : SALE OF UNSERVICEABLE AND SCRAP VEHICLES AVAILABLE AT S&MD SLAF BASE KATUNAYAKE WHICH WERE RECOMMENDED THROUGH BOARD OF SURVEY</p> <p>Tender reference: (AHQ/26/PUB/MIS/1001)</p> <p>Opening Date : 13 February 2026 Time : 1030 hrs</p>

ITB 23.1	<p>For the bid submission purposes, the <u>SALE OF UNSERVICEABLE AND SCRAP VEHICLES AVAILABLE AT S&MD SLAF KATUNAYAKE WHICH WERE RECOMMENDED THROUGH BOARD OF SURVEY</u></p> <p>For the bid submission purposes, the SELLER's address is</p> <p>Attention :Chief Procurement Officer</p> <p>Address: Sri Lanka Air Force Headquarters Sri Jayewardenepura, Kotte</p> <p>The deadline for the submission of bids is :</p> <p>Opening Date: 13 February 2026 Time : 1030 hrs</p>
ITB 26.1	<p>The bid opening shall take place at :</p> <p>Address: Sri Lanka Air Force Headquarters Sri Jayewardenepura, Kotte</p> <p>Opening Date : 13 February 2026 Time : 1030 hrs</p>
E. Evaluation and comparison of bids	
ITB 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.
ITB 34.1	Domestic preference shall not be a bid evaluation factor
ITB 35.3(b)	<p>The following factors and methodology will be used for evaluation:</p> <p>(a) The bid price as quoted by the Bidder for each lot (vehicle); (b) Evaluation will be based solely on the highest substantially responsive bid price per lot. No adjustments shall be made for delivery schedules, payment terms, spare parts, or other incidental factors; © Correction of arithmetical errors in accordance with ITB Clause 30.3; (d) All bids will be compared based on monetary offer only.</p>
ITB 35.3(d)	Not applicable
ITB 35.4	Not applicable
	<p>The successful Bidder shall, within fourteen (14) calendar days from the date of issuance of the Sale Order:</p> <p>(a) Make full payment of the awarded amount into the designated account of the Sri Lanka Air Force and</p> <p>(b) Physically remove the awarded vehicle(s) from Supply & Maintenance Depot (S&MD), SLAF Katunayake at their own cost, risk and responsibility.</p>

	<p>Failure to comply with either condition within the stipulated period shall result in:</p> <ul style="list-style-type: none"> (1) Forfeiture of the Bid Security (2) Cancellation of the Sale Order and (3) Re-offering of the vehicle(s) to the next responsive bidder or through re-tender.
ITB 39.1	The contract will be awarded to the substantially responsive bidder submitting the highest evaluated bid price.
ITB 43	Performance bond not applicable as per section VII (CC 17.1)

SECTION III

Section III. Evaluation and Qualification Criteria

This section complements the instructions to bidders. It contains the criteria that the purchaser uses to evaluate a bid and determine whether a bidder has the required qualifications no other criteria shall be used.

1. The Sri Lanka Air Force (SLAF) reserves the right to evaluate and award a contract or contracts based on the following principles:

a. **Price Evaluation.** 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.		
The bidder has fulfilled the eligibility and qualification requirements as per the bidding document.		
Any computational errors have been corrected.		
Required sureties (e.g., bid security) have been furnished as per the requirements.		
The documents have been properly signed.		
The bid remains valid for the required period.		
The bid prices are firm during the contract duration.		
The completion period offered is within the specified limits.		
The bidder meets the experience and eligibility criteria.		
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's validity period is shorter than required.		
The bid is not accompanied by valid bid security.		
Eligibility or qualification requirements have not been met.		
The bid is submitted for an incomplete scope of work.		
The bid does not comply with the technical or commercial requirements.		
The bid proposes a completion period beyond limits or deviates critically from the requirements.		
The bidder does not accept corrections of arithmetical errors.		
The bid is conditional		

4. Evaluation and Award Criterion

- a. Bids shall be evaluated solely on the basis of the total bid price quoted in Sri Lankan Rupees (LKR).
- b. The contract will be awarded to the bidder submitting the highest substantially responsive and compliant bid, provided that:
 - (1) the bid meets all eligibility, documentation, and submission requirements;
 - (2) the required Bid Security is valid and in order; and
 - (3) the bidder is not disqualified under any provision of the Bidding Documents.
- c. No technical evaluation, scoring or weighting will be applied.

5. 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.

Section IV. Bidding Forms

Table of Forms

1. Bid Submission Form.....
2. Price Schedule:
3. Bid Security (Guarantee).....

1. Bid Submission Form

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

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

Price Schedule Form

SALE OF UNSERVICEABLE AND SCRAP VEHICLES AVAILABLE AT S&MD SLAF KAT WHICH WERE RECOMMENDED THROUGH BOARD OF SURVEY

Contract Identification No: AHQ/26/PUB/MIS/1001

BID DEPOSIT CASH RECEIPT NO

NAME

ADDRESS

SALE OF UNSERVICEABLE VEHICLES -(22 VEHICLES)

S/N	Veh/ No.	Vehicle Type	Registration No
1	G-4342	Yamaha DT 175 Motor Cycle	WP/UC 2753
2	G-4344	Yamaha DT 175 Motor Cycle	WP/UC 2749
3	G-4350	Yamaha DT 175 Motor Cycle	WP/UC 2744
4	G-5490	TVS Victor GLX	WP/MJ 5123
5	G-6239	Bolero Jeep	WP/KG 5061
6	G-5195	Bolero Single Cab	WP/LF 4287
7	G-6115	Mahendra Boero Jeep	WP/KB 4655
8	G-6121	Bolero Jeep	WP/KB 4662
9	G 5154	TATA 207 DI Single Cab	WP/LD 9364
10	G-5196	Bolero S/Cab	WP/LF 4289
11	G-6415	Bolero Turbo Single Cab	WP/PQ 7553
12	G-5180	Tractor tailor	WP/RV 5444
13	G-5222	Tractor tailor	WP/RV 6743
14	G-5034	Leyland Truck 03 tonner	WP/HP 0955
15	G 5221	Tractor trailer	WP/RV 6736
16	G-3671	Nissan ambulance	WP/JX 7653
17	G-5112	Tata 207 cab	WP/LB 4164
18	G-5108	Tata 207 cab	WP/LB 4140
19	G-4083	Suzuki TS185 Motor Cycle	148-4083
20	G-4031	Yamaha SR 250	Un registered
21	G-4062	Yamaha SR 250	Un registered
22	G-4029	Yamaha SR 250	Un registered

SALE OF SCRAP VEHICLES – (40 VEHICLES)

S/N	Veh/ No.	Vehicle Type	Registration No
1	G-4289	Hercules 125 Motor Cycle	WP/MI 4469
2	G-6429	Bolero Single Cab	WP/PQ 7579
3	G-5059	Bomloarder	N/A
4	G-4134	M/Cycle	N/A
5	G-2613	W/T/ Bowser	N/A
6	G-5231	W/T/ Bowser	N/A
7	G-5232	W/T/ Bowser	N/A
8	G 5134	Hand Tractor	WP/SC 5941
9	G 4868	Hand tractor	N/A
10	G-4111	Yamaha XT 225	N/A
11	G 4010	Bajaj 4S champion	N/A
12	G 6187	Bolero Jeep	N/A
13	G 2708	TATA APC	N/A
14	G 2709	TATA APC	N/A
15	G-4280	Hercules 125	WP/MI 4460
16	G-4540	Toyota Towing/ Vehicle	N/A
17	G-4869	Hand Tractor	N/A
18	G-3658	Benz Ambulance	N/A
19	G-4108	Yamaha XT 225	N/A
20	G-3669	KIA Ambulance	N/A
21	G 4990	Aircraft Test Bus	N/A
22	G-5212	TATA Single cab	N/A
23	G-5207	TATA Single cab	N/A
24	G-5101	TATA Single cab	WP/LB 4120
25	G-4762	TATA 407 01 TonnerTruck	N/A
26	G 4039	Yamaha SR 250	N/A
27	G-4106	Yamaha XT 225	N/A
28	G-4303	Hercules M/ Bike	WP/MK 8445
29	G 4061	Yamaha SR 250	N/A
30	G-3509	Mitsubishi Rosa Coach	N/A
31	G-4590	MF-240 Tractor	N/A
32	G-4673	MF-240 Tractor	N/A
33	G-4822	MF-240 Tractor	N/A
34	G-4958	MF-240 Tractor	N/A
35	G-4578	MF-240 Tractor	N/A
36	G-2880	British Leyland Fuel Bowser	N/A
37	G-3572	Toyota ambulance	N/A
38	G-4991	Eicher Truck	N/A
39	G-5252	TATA 207 Single Cab	WP/LG 0133
40	G-2940	TATA 1210 Truck	N/A

IMPORTANT

VALIDITY OF BID till 13 August 2026	YES / NO
VALIDITY OF BID BOND till 31 December 2026	YES / NO
BID BOND NO	
Agreement to make full payment of the awarded bid amount in Sri Lankan Rupees (LKR) to the designated account of the Sri Lanka Air Force within seven (7) calendar days from the date of contract award	YES / NO
Agreement to completely remove all purchased vehicles from the premises of Supply & Maintenance Depot (S&MD), SLAF Katunayake, within fourteen (14) calendar days from the date of contract award. Failure to comply with either obligation shall constitute a material breach of contract, entitling the Sri Lanka Air Force to: <ul style="list-style-type: none">• forfeit the Bid Security,• cancel the contract without notice, and• offer the lot to the next responsive bidder or re-tender at the defaulting bidder's risk	YES / NO

Contact details of the BIDDER

Name:

Address:.....

.....

Tel:...../..... Email.

Date Signature of BIDDER

Affix Company Rubber Seal

3. Bid Guarantee

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

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

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

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to BIDDER s (hereinafter —the ITB); or
- (c) having been notified of the acceptance of its Bid by the PURCHASER during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

Section V. Schedule of requirements

Contents

1. Delivery/Collection Schedule

2. Specifications

3. Inspection and Tests

1. Delivery/Collection Schedule

		Bidders Agreement	
Agreement to remove all purchased vehicles from the premises of Stores & Maintenance Depot (S&MD), SLAF Katunayake, within fourteen (14) calendar days from the date of contract award at own cost and risk.		Agreed / Not Agreed	
Collection from:	Supply and Maintenance Depot, Sri Lanka Air Force Base Katunayake	Agreed	Not Agreed

Important:

Bidder must completely remove all purchased vehicles from the premises of Stores & Maintenance Depot (S&MD), SLAF Katunayake, within fourteen (14) calendar days from the date of contract award.

Failure to comply with either obligation shall constitute a material breach of contract, entitling the Sri Lanka Air Force to:

- a. forfeit the Bid Security
- b. cancel the contract without notice and
- c. offer the lot to the next responsive bidder or re-tender at the defaulting bidder's risk.

2. SPECIFICATIONS

SALE OF UNSERVICEABLE AND SCRAP VEHICLES AVAILABLE AT S&MD SLAF KAT WHICH WERE RECOMMENDED THROUGH BOARD OF SURVEY

Contract Identification No: AHQ/26/PUB/MIS/1001

SALE OF UNSERVICEABLE VEHICLES -(22 VEHICLES)

S/N	Veh/ No.	Vehicle Type	Registration No
1	G-4342	Yamaha DT 175 Motor Cycle	WP/UC 2753
2	G-4344	Yamaha DT 175 Motor Cycle	WP/UC 2749
3	G-4350	Yamaha DT 175 Motor Cycle	WP/UC 2744
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6	G-5195	Bolero Single Cab	WP/LF 4287
7	G-6115	Mahendra Bolero Jeep	WP/KB 4655
8	G-6121	Bolero Jeep	WP/KB 4662
9	G 5154	TATA 207 DI Single Cab	WP/LD 9364
10	G-5196	Bolero S/Cab	WP/LF 4289
11	G-6415	Bolero Turbo Single Cab	WP/PQ 7553
12	G-5180	Tractor tailor	WP/RV 5444
13	G-5222	Tractor tailor	WP/RV 6743
14	G-5034	Leyland Truck 03 tonner	WP/HP 0955
15	G 5221	Tractor trailer	WP/RV 6736
16	G-3671	Nissan ambulance	WP/JX 7653
17	G-5112	Tata 207 cab	WP/LB 4164
18	G-5108	Tata 207 cab	WP/LB 4140
19	G-4083	Suzuki TS185 Motor Cycle	148-4083
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21	G-4062	Yamaha SR 250	Un registered
22	G-4029	Yamaha SR 250	Un registered

SALE OF SCRAP VEHICLES – (40 VEHICLES)

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4	G-4134	M/Cycle	N/A

5	G-2613	W/T/ Bowser	N/A
6	G-5231	W/T/ Bowser	N/A
7	G-5232	W/T/ Bowser	N/A
8	G 5134	Hand Tractor	WP/SC 5941
9	G 4868	Hand tractor	N/A
10	G-4111	Yamaha XT 225	N/A
11	G 4010	Bajaj 4S champion	N/A
12	G 6187	Bolero Jeep	N/A
13	G 2708	TATA APC	N/A
14	G 2709	TATA APC	N/A
15	G-4280	Hercules 125	WP/MI 4460
16	G-4540	Toyota Towing/ Vehicle	N/A
17	G-4869	Hand Tractor	N/A
18	G-3658	Benz Ambulance	N/A
19	G-4108	Yamaha XT 225	N/A
20	G-3669	KIA Ambulance	N/A
21	G 4990	Aircraft Test Bus	N/A
22	G-5212	TATA Single cab	N/A
23	G-5207	TATA Single cab	N/A
24	G-5101	TATA Single cab	WP/LB 4120
25	G-4762	TATA 407 01 Tonner Truck	N/A
26	G 4039	Yamaha SR 250	N/A
27	G-4106	Yamaha XT 225	N/A
28	G-4303	Hercules M/ Bike	WP/MK 8445
29	G 4061	Yamaha SR 250	N/A
30	G-3509	Mitsubishi Rosa Coach	N/A
31	G-4590	MF-240 Tractor	N/A
32	G-4673	MF-240 Tractor	N/A
33	G-4822	MF-240 Tractor	N/A
34	G-4958	MF-240 Tractor	N/A
35	G-4578	MF-240 Tractor	N/A
36	G-2880	British Leyland Fuel Bowser	N/A
37	G-3572	Toyota ambulance	N/A
38	G-4991	EICHER Truck	N/A
39	G-5252	TATA 207 Single Cab	WP/LG 0133
40	G-2940	TATA 1210 Truck	N/A

3. Inspections and Tests

As per the Contract agreement and specifications.

Prospective Bidders who have purchased the bidding documents may inspect the unserviceable and scrap vehicles at Supply & Maintenance Depot (S&MD), SLAF Katunayake, from 26 January 2026 to 12 February 2026, between 0900 hrs and 1500 hrs on all working days.

Prior written approval must be obtained from the Commander, Sri Lanka Air Force, Air Headquarters, Sri Jayawardenepura, Kotte, by submitting a request via fax to +94 11-2347694 or +94 11-2441554 at least three (3) working days before the proposed visit.

All costs and risks associated with site inspection shall be borne solely by the Bidder. The Sri Lanka Air Force assumes no liability for any loss, injury or damage occurring during the visit.

Section VI. Conditions of Contract

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Section VI

Conditions of Contract

SECTION	CLAUSE	TEXT
DEFINITIONS	1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(d) "Day" means calendar day.</p> <p>(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) "CC" means the Conditions of Contract.</p> <p>(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.</p> <p>(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(l) "The Project Site," where applicable, means the place named in the Contract Data.</p>
Contract Documents	2. Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract

		Agreement shall be read as a whole.
Fraud and Corruption	3. Fraud and Corruption	<p>3.1 The Government of Sri Lanka requires the Purchaser as 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:</p> <p>(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;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(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</p> <p>(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.</p>
Interpretation	4. Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Language	5. Language	<p>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.</p> <p>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.</p>
Joint Venture, Consortium or Association	6. Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the</p>

		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 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 Supply	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	12. Delivery and Documents	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract

		Data.
Supplier's Responsibilities	13. Supplier's Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
Contract Price	14. Contract Price	14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not exceed the Contract Price.
Terms of Payment	15. Terms of Payment	<p>15.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>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 fulfillment of all other obligations stipulated in the Contract.</p> <p>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.</p>
Taxes and Duties	16. Taxes and Duties	16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
Performance Security	17. Performance Security	<p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>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.</p> <p>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.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p>
Copyright	18. Copyright	18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
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

		<p>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.</p> <p>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.</p> <p>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.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
Subcontracting	20. Subcontracting	<p>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.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p>
Specifications and Standards	21. Specifications and Standards	<p>21.1 Technical Specifications and Drawings:</p> <p>(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.</p> <p>(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.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.</p>

Packing and Documents	22. Packing and Documents	22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
Insurance	23. Insurance	23.1 Unless otherwise specified in the Contract Data , the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
Transportation	24. Transportation	24.1 Unless otherwise specified in the Contract Data , responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
Inspections and Tests	25. Inspections and Tests	<p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do</p>

		<p>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.</p> <p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
Liquidated Damages	26. Liquidated Damages	<p>26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.</p>
Warranty	27. Warranty	<p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract</p>

		<p>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.</p>
Patent Indemnity	28. Patent Indemnity	<p>28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

		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	<p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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.</p>
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	<p>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.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>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</p>

		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.
Change Orders and Contract Amendments	32. Change Orders and Contract Amendments	<p>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:</p> <p>(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;</p> <p>(c) the place of delivery; and</p> <p>(d) the Related Services to be provided by the Supplier.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Extensions of Time	33. Extensions of Time	<p>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.</p> <p>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.</p>
Termination	34. Termination	<p>34.1 Termination for Default:</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to</p>

		<p>the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>34.2 Termination for Insolvency:</p> <p>(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.</p> <p>34.3 Termination for Convenience:</p> <p>(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.</p> <p>(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:</p> <ul style="list-style-type: none"> (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

Note: The term "Purchaser" as used throughout these Bidding Documents shall refer to the Sri Lanka Air Force, acting through the Departmental Procurement Committee (DPC), Air Headquarters, Sri Jayawardenepura, Kotte, in its official capacity as the disposing authority of unserviceable and scrap vehicles declared surplus by the Board of Survey under Contract No. AHQ/26/PUB/MIS/1001. Notwithstanding the use of the term "Purchaser" in these Bidding Documents, the said entity shall, for all purposes of this disposal process, be deemed to be the Seller of the assets offered herein.

Section VII. Contract Data

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

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

CC 1.1 (i)	<p>The Seller is: Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka :</p> <p><i>The term “Purchaser” as used throughout the Condition of Contract, Section VI and this entire Bidding document shall refer to the Sri Lanka Air Force, acting through the Departmental Procurement Committee (DPC), Air Headquarters, Sri Jayewardenepura, Kotte, in its official capacity as the disposing authority of unserviceable and scrap vehicles declared surplus by the Board of Survey under Contract No. AHQ/26/PUB/MIS/1001. Notwithstanding the use of the term “Purchaser” in these Bidding Documents, the said entity shall, for all purposes of this disposal process, be deemed to be the Seller of the assets offered herein.</i></p>
CC 1.1 (l)	The Project Site(s)/Collection Destination(s) is Supply and Maintenance Depot at SLAF Base Katunayake.
CC 8.1	<p>For notices, the Seller’s address shall be:</p> <p>Attention: Chief Procurement Officer</p> <p>Address: Sri Lanka Air Force Headquarters, Sri Jayewardenepura, Kotte Telephone: 0112325468 Fax number: 0112347694 /0112441553 Electronic mail address: cpd@slaf.gov.lk</p>
CC 12.1	Details of collect to be furnished by the buyer if required.
CC 15.1	CC 15.1 – The method and conditions of payment to be made to the buyer is to be settled of the total awarded amount to “Director Finance” at SLAF AFHQ SJP and receipt to be accompanied with the collection of awarded items.
CC 16.1	The buyer shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the seller.
CC 17.1	Bid Security shall serve as the primary guarantee for performance of the removal obligation.

Section VIII. Contract Forms

SECTION VIII – CONTRACT AGREEMENT

CONTRACT FOR THE SALE AND DISPOSAL OF UNSERVICEABLE AND SCRAP VEHICLES

This Contract is made on the _____ day of _____, 2026,

Between:

The Ministry of Defence, Democratic Socialist Republic of Sri Lanka, represented by the Sri Lanka Air Force, Air Headquarters, Sri Jayawardenepura, Kotte, (hereinafter referred to as the “Seller”),

And

_____, having its principal place of business at _____ (hereinafter referred to as the “Buyer”).

WHEREAS:

- a. The Seller has declared certain motor vehicles located at Supply & Maintenance Depot (S&MD), SLAF Katunayake, as unserviceable and scrap pursuant to a recommendation by the Board of Survey under reference No. AHQ/26/PUB/MIS/1001;
- b. The Buyer submitted a responsive bid in response to the Invitation for Bids issued by the Seller under Contract No. AHQ/26/PUB/MIS/1001;
- c. The Seller has accepted the Buyer’s bid as the highest substantially responsive offer;
- d. The parties now wish to formalize the terms of sale of the said vehicles.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires:

“Bid” means the Buyer’s submitted offer dated _____;

“Vehicles” means the unserviceable and scrap motor vehicles listed in Annex A;

“Contract Price” means the total amount of LKR _____ (Rupees _____ Only) awarded to the Buyer;

“Removal Period” means fourteen (14) calendar days from the date of this Contract.

1.2 This Contract shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

2. INCORPORATED DOCUMENTS

The following documents form an integral part of this Contract and shall prevail in the following order of precedence in case of conflict:

- (a) This Contract Agreement;
- (b) Contract Data (Section VII);
- (c) Conditions of Contract (Section VI);
- (d) Bid Submission Form and Price Schedule (Section IV);
- (e) Appendix A – Schedule of Vehicles;
- (f) Any addenda issued prior to bid closing.

3. SALE AND TRANSFER OF TITLE

3.1 The Seller hereby agrees to sell, and the Buyer agrees to purchase, the Vehicles described in Annex A on an “as-is, where-is” basis, with all faults and without any warranty, express or implied, including fitness for purpose or merchantability.

3.2 Title to the Vehicles shall pass to the Buyer only upon full payment of the Contract Price into the designated account of the Seller.

3.3 Risk of loss, damage, or deterioration of the Vehicles shall pass to the Buyer immediately upon signing of this Contract, regardless of physical possession.

4. PAYMENT OBLIGATION

4.1 The Buyer shall pay the full Contract Price in Sri Lankan Rupees (LKR) to the following account within seven (7) calendar days from the date of this Contract:

Account Name:

Bank:

Account No.:

Branch:

4.2 Payment shall be made by cash to the Director Finance of the Sri Lanka Air Force.

4.3 Failure to make full payment within the stipulated period shall constitute a material breach, entitling the Seller to forfeit the Bid Security and cancel this Contract.

5. REMOVAL OF VEHICLES

5.1 The Buyer shall, at its sole cost, risk, and responsibility, completely remove all Vehicles from Supply & Maintenance Depot (S&MD), SLAF Katunayake, upon production of the cash receipt issued by the Director Finance of the Sri Lanka Air Force within fourteen (14) calendar days from the date of this Contract.

5.2 Removal shall be permitted only upon presentation of the official cash receipt issued by the Director Finance, Sri Lanka Air Force Headquarters, Sri Jayewardenepura, evidencing full payment of the Contract Price.

5.3 The Buyer shall obtain all necessary permits, clearances and approvals (including from relevant municipal, environmental, or transport authorities) for the removal, transportation and disposal of the Vehicles is so required.

5.4 The Buyer shall indemnify and hold the Seller harmless from any claims, damages or liabilities arising from the Buyer's activities during removal, including injury, pollution, or third-party damage.

5.5 If the Buyer fails to remove all Vehicles within the Removal Period, the Seller may:

- (a) Forfeit the Bid Security;
- (b) Cancel this Contract without notice;
- (c) Dispose of the Vehicles at the Buyer's risk and expense, including storage and handling charges; and
- (d) Re-offer the lot to the next responsive bidder.

6. NO PERFORMANCE SECURITY REQUIRED

6.1 Notwithstanding Clause 17 of the Conditions of Contract, no separate Performance Security shall be required. The Bid Security submitted with the bid shall serve as the sole guarantee for the Buyer's performance of its payment and removal obligations under this Contract.

7. TAXES AND DUTIES

7.1 The Buyer shall bear and pay all taxes, levies, duties, or charges imposed by any authority of the Government of Sri Lanka in relation to the purchase, removal, or disposal of the Vehicles.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Contract shall be governed by the laws of Sri Lanka.

8.2 Any dispute arising out of or in connection with this Contract shall be finally settled by arbitration in Colombo in accordance with the Arbitration Act No. 11 of 1995.

9. MISCELLANEOUS

9.1 Notices: All notices shall be in writing and sent to the addresses in the Contract Data.

9.2 Entire Agreement: This Contract constitutes the entire agreement between the parties.

9.3 Assignment: The Buyer shall not assign this Contract without the Seller's prior written consent.

9.4 Severability: If any provision is held invalid, the remainder shall remain in full force.