

SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



BIDDING DOCUMENT

[NATIONAL COMPETITIVE BIDDING –RATE RUNNING CONTRACTS]

ANNUAL CONTRACT FOR DOOG FOOD OF THE SRI LANKA

AIR FORCE YEAR 2016

TENDER REFERENCE: (AHQ/15/PUB/MIS/1010)

PROCUREMENT OF GOODS AND SERVICES THROUGH

NATIONAL COMPETITIVE BIDDING

1. This Bidding Document has been drawn up in line with the Procurement Guidelines (Goods & Works) – 2006 of National Procurement Agency in view of
 - a. Maximizing Economy, efficiency and effectiveness (value for money).
 - b. Adhering to prescribed standards, specifications, local laws rules and regulations and international obligations.
 - c. Fair, equal and maximum opportunity for interested parties to participate in procurement
 - d. Expeditious execution of delivery of Goods and Services
 - e. Ensuring transparency and consistency and
 - f. Retaining confidentiality of information.

2. This Bidding Document for Procurement of Goods and Works is issued by the Sri Lanka Air Force for National Competitive Bidding, for the contracts that are financed by the Government of Democratic Socialist Republic of Sri Lanka.

3. Please feel free to contact any of the following Officers to make any clarifications with regard to this Bidding Document issued by the Command Procurement Division for and on behalf of the Sri Lanka Air Force;

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VOLUME I

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VOLUME I

SECTION 1

Paper Advertisement



INVITATION FOR BIDS

SRI LANKA AIR FORCE RATE RUNNING CONTRACTS OF THE SRI LANKA AIR FORCE FOR THE YEAR 2016

1. Tenders are invited by the Chairman, Department Procurement Committee of the Sri Lanka Air Force, No.140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, for the under mentioned supplies/services for the year 2016 on Rate Running Contract basis;

Tender Identification Number	Description	Date and time of Tender closing / opening
AHQ/15/PUB/B&CE/1001	Plumbing Items	23 September 2015 at 1030 Hrs
AHQ/15/PUB/E/1002	Industrial Gas	23 September 2015 at 1030 Hrs
AHQ/15/PUB/MIS/1009	Horse Food	23 September 2015 at 1030 Hrs
AHQ/15/PUB/M&E/1005	Lamp Fittings	25 September 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1010	GI /Aluminum / Colour Bonded Sheets	25 September 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1004	Building Materials for Bases /Stations	28 September 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1005	GI Pipes	28 September 2015 at 1030 Hrs
AHQ/15/PUB/M&E/1002	Cables and Wires	28 September 2015 at 1030 Hrs
AHQ/15/PUB/D/1001	Floor Polish & Wax	29 September 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1009	Timber	29 September 2015 at 1030 Hrs
AHQ/15/PUB/MIS/1010	Dog Foods	29 September 2015 at 1030 Hrs

AHQ/15/PUB/M&E/1004	Electrical Fittings	30 September 2015 at 1030 Hrs
AHQ/15/PUB/MIS/1008	Split Firewood for Stations	30 September 2015 at 1030 Hrs
AHQ/15/PUB/MIS/1007	Laundry and Dry Cleaning Services for Bases/Stations	01 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1007	Paint and Paint Materials	01 October 2015 at 1030 Hrs
AHQ/15/PUB/D/1003	Cleaning Materials	02 October 2015 at 1030 Hrs
AHQ/15/PUB/MT/1001	Vehicle Tyres, Tubes and Collars	02 October 2015 at 1030 Hrs
AHQ/15/PUB/MT/1002	Engine Rework of MT Vehicles	05 October 2015 at 1030 Hrs
AHQ/15/PUB/M&E/1003	Welding Rods	05 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1002	Miscellaneous Items	06 October 2015 at 1030 Hrs
AHQ/15/PUB/MIS/1011	LP Gas for Bases/ Stations	06 October 2015 at 1030 Hrs
AHQ/15/PUB/E/1001	Vehicle Batteries	06 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1003	Sanitary Fittings	07 October 2015 at 1030 Hrs
AHQ/15/FS/TGC/1064	Aircraft Oil & Lubricants	07 October 2015 at 1030 Hrs
AHQ/15/PUB/ST/1001	Stationery Items	08 October 2015 at 1030 Hrs
AHQ/15/PUB/D/1002	Oil & Lubricants	08 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1008	Plywood Sheets, MDF Boards, Melamine Boards, Plywood Doors	09 October 2015 at 1030 Hrs
AHQ/15/PUB/M&E/1006	Air Conditioner Spare Parts	09 October 2015 at 1030 Hrs
AHQ/15/PUB/MED/1001	To obtain Spectacle Lenses	12 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1011	Aluminum Extrusions	12 October 2015 at 1030 Hrs
AHQ/15/PUB/MT/1003	Engine Overhaul Repair of MT Vehicles	13 October 2015 at 1030 Hrs
AHQ/15/PUB/B&CE/1006	Flat Iron / Angle Iron/Tor Steel / MS Plate	13 October 2015 at 1030 Hrs
AHQ/15/FS/TGC/1069	Air Craft Paint Material	14 October 2015 at 1030 Hrs
AHQ/15/PUB/M&E/1007	Conduit items for Electrical	14 October 2015 at 1030 Hrs
AHQ/15/PUB/MED/1002	To obtain urgent non- available Medical Investigations from Private Sector Hospitals	15 October 2015 at 1030 Hrs

2. A complete set of bidding documents with regard to each of the above, in English, may be downloaded by the prospective bidders from the Sri Lanka Air Force website www.airforce.lk. The sealed tenders, in duplicate, downloaded in the form available on the web, shall be addressed to “The Chairman, Departmental Procurement Committee, Sri Lanka Air Force, No.140, Sir Chittampalam A Gardiner Mawatha, Colombo 02 and may be either dispatched by registered post or deposited in the Tender Box, at the Main Guardroom of Sri

Lanka Air Force, No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02, well before the closing time. Late bids and the bids submitted in E-form will not be accepted.

3. The tender condition and required items are listed in the Schedule of Prices of the each bidding document posted on the website and the applicable rates of supplies and services shall be indicated for each item/service listed therein. The rates quoted by each bidder in the Schedule of Prices shall be valid till 31st December 2016 and shall not be subject to variation on any account. The bid rates should be firm and fixed for the total period of contract and bids submitted with an adjustable price will be treated as non responsive and shall be rejected.

4. The delivery of supplies/services with regard to Split Firewood, Laundering, LP Gas, Industrial Gases and Building Materials shall be made to Bases/Stations listed there under and delivery for each Base/Station shall be considered as separate tenders. The details of the Base/Station to which the bid is submitted, shall be clearly marked on the sealed envelop and the bid. The services/supplies of all other tenders shall be made to Sri Lanka Air Force Base Katunayake and the prospective bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the quotations submitted.

Sri Lanka Air Force Bases/Stations

Split Firewood

Morawewa, Iranamadu, Palavi-(Puttlam), Mullaitivu, Mirigama, RTS Vanni

Laundering of Clothing and Linen

Katunayake, Ratmalana, Anuradhapura, China Bay, Hingurakgoda, Colombo, TTS - Ekala, Batticaloa, Palaly, Ampara, Morawewa, Weerawila, Sigiriya, Koggala, Katukurunda, Palavi-(Puttlam), BIA – Katunayake, Mirigama, RTS Vanni ,Iranamadu and Mullaitivu.

LP Gas

Ampara, Anuradhapura, Akuregoda, Batticaloa, BIA –Katunayake, China Bay, Colombo, Diyatalawa, TTS - Ekala, Hingurakgoda, Iranamadu, Katukurunda, Katunayake, Koggala, Mirigama, Morawewa, Mullaitivu, Palaly, Palavi – Puttalam, Ratmalana, Sigiriya, RTS Vanni, Vavuniya, Weerawila, Piduruthalagala.

Industrial Gases

Katunayake, Ratmalana, Anuradhapura, Hingurakgoda, China Bay

Horse Food

Diyatalawa

Building Materials

Colombo, TTS - Ekala, Katunayake, BIA -Katunayake, Ratmalana, Katukurunda, Palaly, Mirigama, Anuradhapura, Hingurakgoda, Sigiriya, Koggala, Diyatalawa, Weerawila, Vavuniya, Ampara, Batticaloa, China Bay, RTS Vanni, Morawewa, Palavi – Puttalam, Iranamadu, Mullaitivu, Piduruthalagala, DSCSC Batalanda.

5. All bidders must prove the financial stability to perform the contracts by providing audited financial statements including Balance Sheets, Income Statements, and Cash Flow Statements for the last three (3) years to demonstrate the current soundness of the bidder's financial position. However, this condition does not apply to sources already registered with the Ministry of Defence for the year 2015. However, in such instances, a copy of the letter of registration issued by the Ministry of Defence is required to be attached to the bidding document.

6. The tenders will close on the dates mentioned against each tender in the above schedule at the Sri Lanka Air Force, No. 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02 and open immediately after the closing of the tenders. Bidders or their authorized representatives will be permitted to be present at the opening of the tender, upon presentation of their National Identity Card and letters of authorization from their employers. No bidder or his representative will be permitted to attend the bid opening after the tender closing time.

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

COMMANDER OF THE AIR FORCE

Air Force Headquarters

P.O. Box 1592

Colombo 02

VOLUME I

SECTION 2

Instructions to Bidders

GENERAL

1. Scope of Bid

1.1 The Sri Lanka Air Force Departmental Procurement Committee (DPC) issues these Bidding Documents for the supply of GOODS/SERVICES listed in the price schedule provided in Section 7 to Sri Lanka Air Force on rate running contract basis for the period of 1st January 2016 to 31st December 2016 as more fully specified in Section 6, Bidding Data Sheet (BDS). The description of GOODS/SERVICES and tender identification number are specified 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 Government of Democratic Socialist Republic of Sri Lanka (GOSL).

3. Ethics, Fraud and Corruption

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

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

have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Sri Lanka Air Force 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 Sri Lanka Air Force to establish bid prices at artificial, noncompetitive 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 Sri Lanka Air Force found any unethical practices as stipulated under ITB Clause 3.2, the Sri Lanka Air Force 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 All bidders must prove the financial stability to perform this Contract by providing Submission of audited financial statements

including balance sheets, income statements, and cash flow statements, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability. However, this requirement does not exist for those bidders who have a valid registration at the Ministry of Defence (MOD) for the Year 2015 and in lieu they shall provide a copy of the Registration Letter issued by the MOD.

4.3 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 Sri Lanka Air Force 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.

4.4 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.

4.5 Foreign Bidders are not allowed to participate in bidding.

5. **Eligible Goods and Related Services**

5.1 All goods supplied under this contract shall be complied with the given specifications in Section 8. In absence of such specifications the goods shall comply with any other

applicable standards stipulated by the Sri Lanka Standards Institute (SLSI) or other internationally accepted standards.

CONTENTS OF BIDDING DOCUMENTS

6. **Sections of Bidding Documents**

6.1 The Bidding Documents consist of V Volumes, which include 8 Sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume I

Section 1. Paper Advertisement

Section 2. Instructions to Bidders (ITB)

Section 3. Bidding Forms

Volume II

Section 4. Conditions of Contract

Section 5. Contract Forms

Volume III

Section 6. Bidding Data Sheet (BDS)

Volume IV

Section 7. Price Schedule

Volume V

Section 8. Technical Specifications

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 An eligible Bidder as per ITB Clause 4.0 requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Sri Lanka Air Force in writing at the Sri Lanka Air Force's address specified in the BDS. **The Sri Lanka Air Force will respond in writing to any request for clarification to the respective bidder and post such clarification on the Sri Lanka Air Force website at <http://www.airforce.lk/>. Such clarifications shall be made prior to Ten (10) days to deadline for submission of bids.** Should the Sri Lanka Air Force deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so by publishing on the Sri Lanka Air Force web (<http://www.airforce.lk/>) 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 Sri Lanka Air Force may amend the Bidding Documents by publishing an addendum in the Sri Lanka Air Force Website (<http://www.airforce.lk/>). Therefore, **all prospective bidders shall refer to the Sri Lanka Air Force website (<http://www.airforce.lk/>) on frequent manner till the deadline of submission of bids** to make the bid in fully compliance to any new requirement given in any such addendum.

8.2 Any addendum issued by the Sri Lanka Air Force shall be part of the Bidding Documents and non compliance of bids to any such addendum may cause to reject the bids at sole discretion of the Sri Lanka Air Force.

8.3 To give eligible Bidders reasonable time in which to take an addendum into account in preparing their bids, the Sri Lanka Air Force may, at its discretion, extend the

deadline for the submission of bids by posting such extension on the Sri Lanka Air Force website (<http://www.airforce.lk/>), pursuant to ITB Sub-Clause 26.2.

PREPARATION OF BIDS

9. **Preparation of Bid**

9.1 All eligible bidders shall download a copy of this Bidding Document from the Sri Lanka Air Force website (<http://www.airforce.lk/>) and prices are required to be indicated in Section VII Price Schedule. The sealed tenders, in duplicate, shall be addressed to "The Chairman Departmental Procurement Committee (DPC) Sri Lanka Air Force, No 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 and may be either dispatched by Registered Post or deposited in the Tender Box, at the Main Guard Room of Sri Lanka Air Force, No 140, Sir Chittampalam A. Gardiner Mawatha Colombo 02, well before the closing time. **Late bids and bids submitted in E-form will not be accepted.**

9.2 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Sri Lanka Air Force shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. **Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Sri Lanka Air Force, 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 in accordance with ITB Clause 19;

(c) Documentary evidence in accordance with ITB Clauses 17.1, 17.2, 17.3 and 33, that the Goods and Related Services conform to the Bidding Documents;

(d) documentary evidence in accordance with ITB Clause 17.4 and 17.5 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(f) Any other document required in the BDS.

(e) The offer shall be submitted with original Catalogues, sketches, diagrams, brochures, warranty certificates and technical details.

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

12.1 **The Bidder shall submit the Bid Submission Form using the form furnished in Section 3, 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. Any additional offers shall accompany a separate Bid Bond. If not the bid will be rejected.

14. **Bid Prices and Discounts**

14.1 The Bidder shall indicate on the Price Schedule provided in Section 7, the unit prices and total bid prices of the Goods/Services it proposes to supply under the Contract. The total bid price of the items listed in Section 7, will be read out at the opening of the bids.

14.2 All Goods/Services must be priced separately in the Price Schedules. The prices so quoted shall be fixed and in force throughout the period specified in Section 6, Bidding Data Sheet (BDS). The delivery of Goods/Services shall be made to the place designated in the Bidding Data Sheet (BDS). The Sri Lanka Air Force will place Orders from time to time during the period in which the contract is in force and the successful bidders shall deliver the GOODS/SERVICES on receipt of Order Forms from the Sri Lanka Air Force to the designated place in Bidding Data Sheet (BDS).

14.3 Any discount offered against any single item in the price schedule shall be included against 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.

14.4 Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified in the Price Schedule (Section 7).

14.5

(i) Prices indicated on the Price Schedule (Section 7) shall include all duties and sales and other taxes already paid or payable by the Supplier;

(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) On the previously imported goods of foreign origin

(ii) It is essential that the Unit Prices of the Goods/Services be inclusive of NBT Tax, if applicable. However, VAT shall not be included in the price but shall be indicated separately as given in Price Schedule, Section 7;

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

(iv) The price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 35.

15. **Currencies of Bid**

15.1 The Bidders shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan 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 3, Bidding Forms.

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

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/Services conform to the technical specifications and standards specified in Section 8.

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 8, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if

applicable, a statement of deviations and exceptions to the provisions of the Price Schedule.

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 Sri Lanka Air Force.

Documents Establishing qualifications of the Bidder

17.4 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of the Sri Lanka Air Force.

17.5. 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 3, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

18. **Period of Validity of Bids**

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Sri Lanka Air Force as non responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Sri Lanka Air Force 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 19, 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.

19. **Bid Security**

19.1 The Bidder shall furnish as part of its bid, a Bid Security, as specified in the BDS.

19.2 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 Sri Lanka Air Force. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
- (c) Be substantially in accordance with the form included in Section 3, Bidding Forms;
- (d) Be payable promptly upon first written demand by the Sri Lanka Air Force in case the conditions listed in ITB Clause 19.5 are invoked;
- (e) Be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period specified in the BDS.

19.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1 and 19.2, may be rejected by the Sri Lanka Air Force as non-responsive.

19.4 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 42.

19.5 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 18.2; or
- (b) If a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 34.
- (c) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 41;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 42.

20. **Format and Signing of Bid**

20.1 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.

20.2 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.

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

21. **Quoting of Prices**

21.1 Prices quoted by the bidders shall be fixed and the deliveries shall be made upon receipt of separate orders from the Sri Lanka Air Force during period specified to the designated place mentioned in the Bidding Data Sheet (BDS). The quoted prices shall be in accordance with ITB Clause 14.

21.2 If the Bidders are registered for the purpose of VAT in Sri Lanka, they should indicate the amount of VAT claimed separately in the price schedule in addition to the net value of the Bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bids and any Bidder who does not declare his/her VAT registration number will be liable for rejection of the Bid.

21.3 All Bidders who do not pay VAT shall submit the VAT exception letter issued by the Inland Revenue Department along with the bid. It is essential that the Unit Prices of the Article or Services be inclusive of NBT Tax, if applicable.

22. **Unrealistic Rates**

22.1 If unrealistically low rates quoted by a Bidder are found on critical or very important items he will be asked to prove to the satisfaction of the Sri Lanka Air Force Departmental Procurement Committee how he could supply the particular item within that rate, if relevant with a rate analysis also.

22.2 If the Sri Lanka Air Force Departmental Procurement Committee is of the view that the clarifications given are unacceptable and Bidder would fail in performing on those rates the Bid may be rejected. If clarifications are acceptable and Technical Evaluation Committee is satisfied on that evaluation will be continued.

23. **Payment**

23.1 The payment will be made on receipt and acceptance of Goods/Services at the place of destination specified in the Bidding Data Sheet (BDS) against each Order form served by the Sri Lanka Air Force from time to time during the period the contract in force. The period contract is in force is specified in the BDS. Payments for each order shall be made upon receipt of duly completed invoice and F666 (Government Contractors Bill) in triplicate. Forty Five(45) days credit facility is required after receipt of the above document upon acceptance of the Goods by the Sri Lanka Air Force at the place designated in the BDS.

24. **Domestic Preference**

24.1 Not applicable.

SUBMISSION AND OPENING OF BIDS

25. **Submission, Sealing and Marking of Bids**

25.1 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.

25.2 The inner and outer envelopes shall:

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

(b) Be addressed to the Sri Lanka Air Force in accordance with ITB Sub Clause 26.1;

(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 30.1

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

26. **Deadline for Submission of Bids**

26.1 Bids must be received by the Sri Lanka Air Force at the address and no later than the date and time specified in the BDS.

26.2 The Sri Lanka Air Force 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 Sri Lanka Air Force and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. **Late Bids**

27.1 The Sri Lanka Air Force shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 26. Any bid received by the Sri Lanka Air Force after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

28. **Withdrawal, and Modification of Bids**

28.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 25, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the Section 2 Instructions to Bidders 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 20 and 25 (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 Sri Lanka Air Force prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 26.

28.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 28.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 40.1

28.3 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.

29. **Samples**

29.1 The offer shall be submitted with original Catalogues, sketches, diagrams, brochures, warranty certificates and technical details. In addition, the samples are required to be handed over to the Bid Opening Committee against the each item listed in Price Schedule (as applicable) before the deadline for submission of bids.

29.2 Samples by the time of handing over to the Sri Lanka Air Force shall be tagged/marked with the details given in the Bidding Data Sheet (BDS) and shall comply with the any other instructions given in the Bidding Data Sheet. Any samples which are not complying with the instructions given in the Bidding Data Sheet may be rejected by the Sri Lanka Air Force.

29.3 Samples shall be dispatched to the address furnished in the BDS. In no circumstances, samples shall be forwarded by Bidders under registered post to the Sri Lanka Air Force.

29.4 If a Bidder shall make alternative offers as per ITB Clause 13.0, samples shall be submitted in respect of each alternative Offer.

30. **Bid Opening**

30.1 The Sri Lanka Air Force shall conduct the bid opening in public at the address, date and time specified in the BDS.

30.2 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 Sri Lanka Air Force. 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 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.

30.3 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, if required; and any other details as the Sri Lanka Air Force 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 Section 2 Instructions to Bidders Clause 27.1.

30.4 The Sri Lanka Air Force 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. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

EVALUATION AND COMPARISON OF BIDS

31. **Confidentiality**

31.1 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.

31.2 Any effort by a Bidder to influence the Sri Lanka Air Force in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

31.3 Notwithstanding ITB Sub-Clause 31.2, if any Bidder wishes to contact the Sri Lanka Air Force 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.

32. **Clarification of Bids**

32.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Sri Lanka Air Force 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 Sri Lanka Air Force shall not be considered for purpose of evaluation. The Sri Lanka Air Force'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 Sri Lanka Air Force in the Evaluation of the bids, in accordance with ITB Clause 34.

33. **Responsiveness of Bids**

33.1 The Sri Lanka Air Force determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Sri Lanka Air Force's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

33.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Sri Lanka Air Force and may not subsequently be made responsive by the Bidder by correction of the major deviation, reservation, or omission.

34. **Non-conformities, Errors, and Omissions**

34.1 Provided that a Bid is substantially responsive, the Sri Lanka Air Force may waive any non-conformities or omissions in the Bid that do not constitute a major deviation.

34.2 Provided that a bid is substantially responsive, the Sri Lanka Air Force 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.

34.3 Provided that the Bid is substantially responsive, the Sri Lanka Air Force 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 Sri Lanka Air Force 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 Section 2 Instructions to Bidders expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.4 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.

35. **Preliminary Examination of Bids**

35.1 The Sri Lanka Air Force 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.

35.2 The Sri Lanka Air Force 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 14;**

(c) **Bid Security, in accordance with ITB Clause 19.**

36. **Examination of Terms and Conditions; Technical Evaluation**

36.1 The Sri Lanka Air Force shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any major deviation or reservation.

36.2 The Sri Lanka Air Force shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17.1, 17.2 and 17.3, to confirm that all requirements specified in Section 7, Price Schedule of the Bidding Documents have been met without any major deviation or reservation.

36.3 If, after the examination of the terms and conditions and the technical evaluation, the Sri Lanka Air Force determines that the Bid is not substantially responsive in accordance with ITB Clause 33, the Sri Lanka Air Force shall reject the Bid.

37. **Sri Lanka Air Force Right to Accept any Bid, and to Reject any or All Bids**

37.1 The Sri Lanka Air Force 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

38. **Selection Criteria**

38.1 Past performance of the bidders shall be considered at the time of the selection of eligible bidder and SLAF has right to accept or reject based on bidders poor performance of the past year.

Award Criteria

38.2 The Sri Lanka Air Force 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.

39. **Sri Lanka Air Force Right to Vary Quantities at Time of Award**

39.1 At the time the Contract is awarded, the Sri Lanka Air Force reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 7, Price Schedule, provided this does not exceed twenty five percent (25%) or one unit which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40. **Notification of Award**

40.1 Prior to the expiration of the period of bid validity, the Sri Lanka Air Force shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

40.3 Upon the successful Bidder's furnishing of the signed Contract and performance security pursuant to ITB Clause 42, the Sri Lanka Air Force will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.4.

41. **Signing of Contract**

41.2 Within Seven (07) days of receipt of notification of Award, the successful Bidder shall sign the Agreement.

42. **Performance Security**

42.1 The successful bidder shall provide the performance security pursuant to ITB clause 42 within (3) days of the receipt of notification of award from the Sri Lanka Air Force, the successful Bidder, if required, shall furnish the Performance Security in accordance with this document, using for that purpose the Performance Security Form included in Section 5 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 19.4.

42.2 Failure of the successful Bidder to submit the abovementioned 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 Sri Lanka Air Force may award the Contract to the next lowest evaluated Bidder, Whose offer is substantially responsive and is determined by the Sri Lanka Air Force to be qualified to perform the Contract satisfactorily.

43. **Subletting**

43.1 The Contractor shall not assign or sublet the contract or any part thereof any benefit or interest therein without prior written consent of the Chairman, Sri Lanka Air Force Departmental Procurement Committee.

43.2 The Government reserves to itself the right to refuse or to recognize a Power of Attorney issued by a Contractor to any person authorizing him to carry on the contract on the Contractor's behalf.

44. **Employees and Representatives**

44.1 All employees and representatives of the Bidder must be security cleared and certificates to that effect must be forwarded to the Commander of the Sri Lanka Air force.

44.2 The Commander of the Sri Lanka Air Force may for reasons which appear to him sufficient, give notice of his objection in writing to the employment by the Contractor or any person specified in such notice, and no such person shall thereafter be employed by the Contractor.

45. **Default**

45.1 **In the event that the Supplier is unable to deliver Goods demanded by the Sri Lanka Air Force within the period specified therein, a sum amounting to liquidated damages shall be recovered at the rate of One - tenth (1/10) of one percent (01%) of total cost of the delayed good or services for every day of delay, subjected to a maximum 10% of total contract value. However, if the SLAF**

has failed to effect the payments in the timely manner above delay charges will be charged only for the balance number of days, having set off number of days delayed by the Seller against the number of days, payments are delayed by the SLAF (If any).

45.2 In such an event the Supplier is unable to further remedy the situation and meet his obligations in terms of the Contract within a reasonable time the name of the supplier will be black listed and published in the list of Government defaulting Contractors/Suppliers maintained by the National Procurement Agency and the Performance Bond will be forfeited.

**-Signed-
(SMSP KOSWATTA)
Group Captain
CHIEF PROCUREMENT**

03rd September 2015 OFFICER

VOLUME I
SECTION 3
Bidding Forms

Format for Bid Security Guarantee	
<i>[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]</i>	
----- <i>[insert issuing agency's name, and address of issuing branch or office]</i> -----	
Beneficiary:	----- <i>[insert (by PE) name and address of Employer/Purchaser]</i>
Date:	----- <i>[insert (by issuing agency) date]</i>
BID GUARANTEE No.:	----- <i>[insert (by issuing agency) number]</i>
We have been informed that ----- <i>[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]</i> (hereinafter called "the Bidder") has submitted to you its bid dated ----- <i>[insert (by issuing agency) date]</i> (hereinafter called "the Bid") for the execution/supply <i>[select appropriately]</i> of <i>[insert name of Contract]</i> under Invitation for Bids No. ----- <i>[insert IFB number]</i> ("the IFB").	
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.	
At the request of the Bidder, we ----- <i>[insert name of issuing agency]</i> hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- <i>[insert amount in figures]</i> ----- <i>[insert amount in words]</i>) 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:	
<ul style="list-style-type: none"> (a) has withdrawn its Bid during the period of bid validity specified; or (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB. 	
This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- <i>(insert date)</i>	
Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____	
<i>[signature(s) of authorized representative(s)]</i>	

- * The beneficiary of this guarantee shall be the Commander of the Sri Lanka Air Force.
- * Shall be addressed to No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02.
- * Please further refer to ITB Clause 19.0 in Section 2.

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: The Commander of the Sri Lanka Air Force

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 Price Schedule the following Goods and Related Services of Engine Re work.

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 26.1, 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 42 for the due performance of the Contract;

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

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

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

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

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

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

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

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

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

Manufacturer's Authorization

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

VOLUME II

Section 4 Conditions of Contract

Section 5 Contract Forms

VOLUME II

SECTION -4

CONDITIONS OF CONTRACT



CONTRACT

Between

THE PURCHASER

SRI LANKA AIR FORCE

for and on behalf of

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

and

THE SUPPLIER

M/S

.....

for the

SUPPLY OF DOG FOOD ON ANNUAL CONTRACT BASIS

TO THE SRI LANKA AIR FORCE FOR THE YEAR 2016

TENDER: - AHQ/15/PUB/MIS/1010

CONTRACT NO:-.....

CONTRACT FOR THE YEAR 2015 ANNUAL SUPPLY OF

DOG FOOD TO SRI LANKA AIR FORCE (SLAF)

FROM 01ST JANUARY 2016 TO 31ST DECEMBER 2016

THIS INDENTURE MADE AND ENTERED INTO ON THISday of **Two Thousand Fifteen (2015)** between M/s having its registered Office at its successors and heirs, executors and administrators of the one part, hereinafter called and referred as the **CONTRACTOR** and the Commander of the Sri Lanka Air Force his successors in the said office for the time being acting herein for and on behalf of the **Government of Democratic Socialist Republic of Sri Lanka** of the other part.

WITNESSETH

1. That the **CONTRACTOR** shall supply to the entire satisfaction of the Commander of the Air Force or his representative (hereinafter called and referred to as the “**COMMANDER**”) such items of Dog Food set out in the schedule hereto (hereinafter referred to as “**DOG FOOD**”) in such quantities at the rates stated therein according to the Tender Condition given in the Tender referenced AHQ/15/PUB/MIS/1010 Dated 02nd September 2014, as may from time to time required by the Commander from the **01st January 2016 to 31st December 2016**.

2. **The delivery** of the **DOG FOOD** shall be made by the **CONTRACTOR** to Sri Lanka Air Force Base Katunayake at the rates mentioned at para 17 hereof or at such other place as they may be directed by the **COMMANDER** on an order being served on the **CONTRACTOR** within **Forty Eight (48)** hours. The **CONTRACTOR** shall if so require by the **COMMANDER**, appoint a representative to represent him in all matters relating to this contract.

3. The delivery of the **DOG FOOD** shall be made by the **CONTRACTOR** as stated in the schedule and to the Sri Lanka Air Force Base Katunayake as more fully described in para 2 above.

4. All **DOG FOOD** supplied by the **CONTRACTOR** shall be according to the given specification and shall be subject to inspection by the Officer nominated by the **COMMANDER** to receive the same and shall be passed as being wholesome and fit for usage and there should be fully safe in handling by personnel and if any of the scheduled **DOG FOOD** so supplied by the **CONTRACTOR** shall in the opinion of the receiving officer be not of the quality contracted for and safe, such Officer shall have the right to reject the **DOG FOOD**. The **CONTRACTOR** shall not re-tender or re-deliver any rejected **DOG FOOD** either upon an order but may replace any rejected **DOG FOOD** with those meeting the standards laid down by the Sri Lanka Air Force as per the tender document referred above.

5. The payment shall be made after the receipt and acceptance of **DOG FOOD** to the Sri Lanka Air Force.

6. In the event the CONTRACTOR fail to supply the **DOG FOOD** demanded within the period specified in Clauses 1 and 2 hereof or any rejected **DOG FOOD** in terms of Clause 3 hereof the COMMANDER shall be at liberty to purchase on account and at the risk of the CONTRACTOR such **DOG FOOD** elsewhere, and at any price whatsoever and encash the performance bond submitted by the CONTRACTOR.

7. Should the **DOG FOOD** purchased by the COMMANDER on account of such default on the part of the CONTRACTOR, cost more than the contract price, the CONTRACTOR shall be liable to pay the Government the amount of such excess in price and all expenses attending the purchase.

8. It is hereby expressly agreed between the parties to these presents that any of the **DOG FOOD** supplied by the CONTRACTOR, in the opinion of the COMMANDER to be of a quality inferior to that described in the schedule it shall be lawful for the COMMANDER in his discretion to reduce the price payable in respect of the **DOG FOOD** so supplied.

9. The CONTRACTOR shall not assign or otherwise transfer or sublet his rights and obligations under this contract, without the consent and authority in writing of the COMMANDER. The COMMANDER reserves the right to refuse to recognise a Power of Attorney issued by the CONTRACTOR to any person to carry out this contract on his behalf. The COMMANDER may for reasons which appear to him sufficient give the CONTRACTOR notice in writing of his objections to the employment by the CONTRACTOR of any person specified in such notice and no such person shall be employed by the CONTRACTOR. The CONTRACTOR shall not employ any person suffering from an infections disease. Breach of this contract shall render this contract liable for cancellation without compensation to the CONTRACTOR.

10. The CONTRACTOR shall inform the COMMANDER the name of his authorised representative at the station to attend all requirements of this contract and such representative shall accept all orders, and comply on behalf of the CONTRACTOR.

11. The CONTRACTOR shall indemnify the Government against any claims for compensation by or in respect of any employee of the CONTRACTOR, under the Workman's compensation ordinance **No. 19 of 1934** or any other statutory amendment or modification there of.

12. The payment to which the CONTRACTOR may render himself liable under this contract shall be deducted by the COMMANDER from all moneys due or that may become due to the CONTRACTOR under this or any other contract he may hold under Government, and from the security deposit by the CONTRACTOR and hypothecated to and with the Government under clause 18 hereof.

13. All notices to be served upon the CONTRACTOR shall be deemed to have been served if given to him either personally or left at **M/s.....** which place the CONTRACTOR hereby selects for the purpose.

14. The COMMANDER of the Air Force reserves the right to terminate the contract, without notice, for reasons of national security or any other reason as determined by him. In such an event. the COMMANDER or the Government shall not be held responsible or liable for any loss or damages caused to the Supplier by reason of such termination.

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

16. Should the CONTRACTOR fails to deliver DOG FOOD within the stipulated period, due to no fault of Sri Lanka Air Force, **One Percent (01%)** of the total order value will be recovered on monthly basis as **Liquidated Damages** not as a penalty up to a maximum of **Five Percent (05%)** in respect of failure to perform within the specified period.

17. For securing the due and punctual performance of the foregoing contract on the part of the CONTRACTOR and the payment of all such sums or moneys as he may become liable to pay to the Government under this Contract, the CONTRACTOR do hereby acknowledge that he has deposited with the COMMANDER of the Air force, all that Sum of **Rs** on the day of **2015** on form of a Bank guarantee.

THE SCHEDULE OF ITEMS - DOG FOOD

S/No	Item Description	D of Q	Unit Price	11% VAT	Unit Price with VAT (Rs.)
1	Dog Food Adult				
2	Dog Food Puppy				

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

IN WITNESS WHEREOF the said COMMANDER and the said CONTRACTOR have herein to set their representative hands at Colombo on the..... day of **Two Thousand Fifteen (2015)** for the above referred Contract for the supply of **“DOG FOOD.”**

(.....)

NAME:

NIC NO:.....

**FOR AND BEHALF OF THE
PARTY OF THE FIRST PART**

Witnesses:1

Signature.....

Name

Address.....

Date

Witnesses:2

Signature.....

Name

Address.....

Date.....

.....

(SMSP KOSWATTA)

Group Captain

CHIEF PROCUREMENT OFFICER

**FOR AND ON BEHALF OF
PARTY OF THE SECOND PART**

Witnesses:1

Signature.....

Name

Address.....

Date

Witnesses:2

Signature.....

Name

Address.....

Date

Performance Bond No

:-

Bank of Issuing

;-

Date of issue

;-

Date of Expire

:-

Amount (Rs.)

:-

VOLUME II
SECTION -5
CONTRACT FORMS

ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary: ----- *[Name and Address of Employee]* -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor/Supplier]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *[insert "construction"/ "Supply"]* of ----- *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

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

[signature(s)]

- * The beneficiary of this guarantee shall be the Commander of the Sri Lanka Air Force.
- * Shall be addressed to No. 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02.
- * Please further refer to ITB Clause 42.0 in Section 2.

VOLUME III

Section 6 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 Reference	A. General
ITB 1.1	The purchaser is Sri Lanka Air Force of Democratic Socialist Republic of Sri Lanka.
ITB 1.1	Supply and delivery of Dry Pelleted Dog Foods on rate running contract basis to the Sri Lanka Air Force for the year 2016.
ITB 1.1	The identification number of the Contract is AHQ/15/PUB/MIS/1010
ITB 2.1	The source of funding is Government of Democratic Socialist Republic of Sri Lanka (GOSL).
ITB 4.2	All bidders must prove the financial stability to perform this Contract by providing audited financial statements including balance sheets, income statements, and cash flow statements, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability. However, this requirement does not exist for those bidders who have a valid registration at the Ministry of Defence (MOD) for the Year 2015 and in lieu they shall provide a copy of the Registration Letter issued by the MOD.
ITB 4.4	Foreign bidders are not allowed to participate in bidding.
ITB Clause Reference	B. Contents of Bidding Documents
ITB 7.1	For clarification purposes the Sri Lanka Air Force's address is: Attention : Chief Procurement Officer Address : No 140, Sir Chittampalm A. Gardiner Mawatha, Colombo 02. Telephone : 011-2325468/2441553 Facsimile Number : 011-22347694/2441553
ITB 8.1	To view any amendments to clarifications, the Sri Lanka Air Force website is; Website: http://www.airforce.lk

ITB Clause Reference	C. Preparation of Bids
ITB 11.1	<p>The bidder shall submit the following additional documents;</p> <p>a. The bidder shall furnish as part of its quotation the documentary evidence that the Goods conform to the Technical specifications and standards specified in Section 8, “Technical Specifications and Compliance with Specifications”. In absence of such specifications the goods shall comply with any other applicable standards stipulated by the Sri Lanka Standards Institute (SLSI) or other internationally accepted standards.</p> <p>b. Quality Certificates from the manufacturers.</p> <p>c. Warranty Certificates (Only for applicable goods)</p> <p>d. Up to date valid VAT registration certificate.</p> <p>e. Literature/catalogue/leaflet in support of the tendered item.</p> <p>f. ISO/GMP and other quality certificate issued from competent authority.</p> <p>g. Manufacturer’s Authorization letter as per the format enclosed at Volume I Section 3</p>
ITB 14.2	<p>Period of Contract</p> <p>a. 1st January 2016 to 31st December 2016</p> <p>Price</p> <p>a. Prices quoted by the bidder’s shall be fixed during the bidder’s performance of the contract (i.e. 1st January 2016 to 31st December 2016) and not subject to variation on any account. A quotation with an adjustable price shall be treated as non responsive and may be rejected.</p> <p>IMPORTANT</p> <p>Priority will be accorded to the bidders whose facilities for the required services listed in section 7, are available in close proximity to Sri Lanka Air Force Base Katunayake.</p> <p>Delivery Destination</p> <p>Supply Depot, Sri Lanka Air Force Base Katunayake</p>
ITB 15.1	The bidders shall quote the prices in Sri Lankan Rupees only.
ITB 17.3	After sale services not required. Warranty to be indicated where applicable.
ITB 18.1	The bid prices in Section 7 Price Schedule shall be valid until 31 st December 2016.
ITB 19.1	Bid shall include a Bid Security (issued by bank Security) included in Section 3

	Bidding Forms.
ITB 19.2	The amount of Bid Security shall be Sri Lankan Rupees [Rs50,000.00] The validity period of bid security shall be until 31 st March 2016.
ITB Clause Reference	D. Submission and Opening of Bids
ITB 25.2 (c)	The inner and outer envelopes shall bear the following identification marks; Description: TENDER FOR SUPPLY AND DELIVERY OF DOG FOODS TO THE SRI LANKA AIR FORCE FOR THE YEAR 2016 Tender No: AHQ/15/PUB/MIS/1010 Date : 29 th September 2015.
ITB 26.1	For bid submission purposes, the Sri Lanka Air Force's address is: Attention: Chief Procurement Officer Address: No 140, Sir Chittampalam A. Gardiner Mawatha, Colombo 02. The deadline for the submission of bid is on 29 th September 2015 at 1030 Hrs.
ITB 29.1	Samples shall be submitted along with the offer. If not the Offers will be rejected. Samples shall be marked/tagged with the following details; a. Bidder's Name. b. Tender identification number. c. Corresponding item number allotted in Section 7, Price Schedule. * Any sample submitted not in compliance to the above requirement may not be accepted by the Sri Lanka Air Force.
ITB 30.1	The bid opening shall take place at; Address: No 140, Sir Chittampalm A. Gardiner Mawatha, Colombo 02. Date : 29 th September 2015. Time : 1030 hrs
ITB Clause Reference	E. Selection criteria
ITB 38.1	Past performance of the bidders shall be considered at the time of the selection of eligible bidder and SLAF has right to accept or reject based on bidders poor performance of the past year.

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SECTION -7

PRICE SCHEDULE

ITEM NO	SLAF NO	DESCRIPTION	D OF QTY	QTY	Period of Validity of prices 1 ST JANUARY 2016 TO 31 ST DECEMBER 2016.		
					UNIT PRICE (Rs)	VAT (..... %)	UNIT PRICE WITH VAT (Rs)
1	SLAF8940001002	Adult Food	Kg	1			
2	SLAF8940001005	Puppy Food	Kg	1			

IMPORTANT

- * Please refer to **ITB 14 and 21** and works cope /specifications given in Section 8 prior to indicate the prices. The unit price without VAT against each item shall be written in words where the asterisk mark is indicated.
- * The price schedule shall be authenticated by the bidder.
- * The bidder shall ensure that the price details provided at the time of submission of bid in the price schedule are 100% accurate.
- * It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated on the price which includes NBT.
- * Please indicate the details listed below with regard to the above items.

IMPORTANT

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES / NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
VALIDITY OF BID till 31 st December 2016	YES / NO	
VALIDITY OF BID BOND till 31st March 2016	YES / NO	
BID BOND NO		
BID BOND OBTAINED FROM		
DELIVERY PERIOD (confirm you agreement to deliver the Goods within 48 Hours from the date of order confirmation)		
DISCOUNT OFFERED	YES / NO	

Address and Contact details of the bidder:

Name & Address:

Name:

Address:.....

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

Fax:

Email.

Date

Signature of Bidder

Affix Company Rubber Seal

VOLUME V

Section 8

Technical Specifications

DRY PELLETTED DOG FOOD – 2016

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Sri Lanka Air Force. The Bidder shall provide the bid in compliance to the Technical Specification, attached given below with confirmation of conformity of bid to the laid down specifications.

- a. Dry Pelleted Dog Food is required in Two categories:-
- i. Puppy feed for large breeds - To be fed up to 01 year
 - ii. Adult feed for large breeds - To be fed from 01 to 08 years
- b. Composition of Dry Pelleted Dog Food should be:-

Category	Minimum Amount			Maximum Amount
	Protein (%)	Fat (%)	Energy (Kcal/ Kg)	Water %
Adult Food	25	12	3400	15
Puppy Food	26	15	3900	15

- c. Please note on evaluation of the tenders preference will be given to bids offering higher protein, Fat and Energy values and for the food manufactured with proteins of animal origin.
- d. The bidders should provide 02 Kg samples in two packages (Original packing) along with the offer. Offers without samples will be rejected.

- e. Bidder shall indicate the Brand Name, Country of Origin and Pack size of Dog Food supplied.
- f. Further, the offered samples will be dispatched to Veterinary Research Institute, Gannoruwa, Peradeniya for laboratory testing.

DOG FOOD CONSUMPTION YEAR 2016 (Consumption given are reference purpose only)

Description	Consumption (Qty Kg)
Dog Food Adult	36,794.00
Dog Food Puppy	1,660.00