



INVITATION FOR SUBMISSION OF BIDS FOR

REFERENCE NO: MAEZD/P/SCA/SCAPC/L-C-F

**CHAIRMAN OF STANDING CABINET APPOINTED PROCUREMENT
COMMITTEE,
STATE MINISTRY OF AVIATION AND EXPORT ZONES DEVELOPMENT.**

ON BEHALF OF

**SRILANKAN AIRLINES
Engineering (Department)
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

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Dear Sir/Madam,

IFB NO: **MAEZD/P/SCA/SCAPC/L-C-F**

Invitation for Bids for Leasing a Cargo Freighter for SriLankan Airlines

BIDS ARE HEREBY INVITED FOR LEASING OF A CARGO FREIGHTER FOR SRILANKAN AIRLINES

The bid document is attached herewith.

Bid should be submitted only by email, to e-mail address indicated in bid data sheet with the IFB number Clearly marked addressed to **Chairman of Standing Cabinet Appointed Procurement Committee**, By 1400hrs (Sri Lankan time GMT +5.30) on 16th August 2021 by principals only (ex; Airlines and Aircraft Leasing Companies).

All Bids shall require to provide bid security in the form of Bid Security Declaration, interested eligible bidders may obtain further information by contacting via emailing mail only.

The Bid acknowledgement form attached to the document must be completed and returned by email to nimesha.ratnayake@srilankan.com and Cc; nadeera.bandara@srilankan.com

Bids will be opened soon after closing bids on 16th August 2021 at State Ministry of Aviation and Export Zones Development 30th Floor, West Tower, World Trade Centre Colombo 01.

SriLanka, Kindly note that 01 representative per bidding company is permitted to participate online for the bid opening with seven (7) days prior notification.

Yours Faithfully,

Chairman of standing cabinet appointed procurement committee,
State ministry of aviation and export zones development.

On Behalf of

Srilankan Airlines

DETAILS OF DOCUMENTATION

1. a) ISSUED TO:
b) COMPANY:
c) ADDRESS:
.....
.....

2. TELEPHONE NO/FAX NO. :

3. BUSINESS REGISTRATION NUMBER:

4. DOCUMENT FEE:

RECEIVED IN CASH:

5. RECEIPT NO. :

6. NUMBER OF COPIES ISSUED:

7. a) NAME OF THE OFFICER AUTHORIZED TO ISSUE:

b) DESIGNATION:

8. a) NAME OF THE ISSUING OFFICER:

b) DESIGNATION:

c) SIGNATURE:

9. PLACE OF ISSUE:

10. DATE AND TIME OF ISSUE:

11. STAMP:

DOC REF:

BID ACKNOWLEDGEMENT FORM

**ALL BIDDERS SHALL COMPLETE AND RETURN THIS FORM AFTER
DOWNLOADING OF THE BID DOCS**

Download of your **IFB No: MAEZD/P/SCA/SCAPC/L-C-F** is hereby acknowledged

You may expect to receive our proposal on or before.....

.....
.....
.....

We do not intend to submit a proposal because

.....
.....
.....
.....

Signed :

Title :

Company :

Date :

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. SriLankan Airlines issues these Bidding Documents for Lease of one (1) Cargo Freighter Aircraft on ACMI or Dry Lease basis for a lease term of one (1) year, incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement **BDS** 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 e-mail, post 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. Ethics, Fraud and Corruption

2.1. The attention of the bidder is drawn to the following guidelines of the Procurement Guidelines of SriLankan Airlines:

- 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.

2.2. SriLankan Airlines 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 SriLankan Airlines to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines 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.

3. Eligible Bidders

3.1 All bidders shall possess legal rights to supply the services under this contract.

3.2 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 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 SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or

- (b) submit more than one bid in this bidding process.

3.3 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

3.4 The Bidder shall be the principal and not an authorized agent (ex; Airlines and Aircraft Leasing Companies)

4. Eligible Goods and Related Services

4.1 All the Goods and Services rendered under this contract shall be complied with applicable standards stipulated by SriLankan Airlines stipulated in Section V, Schedule of Requirements.

Contents of Bidding Documents

5. Sections of Bidding Documents

5.1 The Bidding Documents consists of all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 7.

- Invitation for Bids
- Bid Acknowledgement Form
- Section I – Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Schedule of Requirements
- Section VI - Draft Contract and Performance Security

5.2 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.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SriLankan Airlines in writing at the e-mail address **specified in the BDS**. SriLankan Airlines 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. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.1

Preparation of Bids

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and SriLankan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

- 9.1 The Bid, as well as all correspondence and documents relating to the bid (including supporting documents and printed literature) exchanged by the Bidder and SriLankan Airlines, shall be written in English language.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 11,13 and 14;**
- (b) Bid Security, in accordance with ITB Clause 19;
- (c) documentary evidence in accordance with ITB Clauses 17 and 28, that Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

11. Bid Submission Form and Price Schedules

11.1 The Bidder shall submit the Bid Submission Form and Price Schedule/Rate Sheet 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.

12. Alternative Bids

12.1 Alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The Bidder shall indicate on the Price Schedule the unit prices of the goods/services it proposes to supply under the Contract.

13.2 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.

13.3 N/A.

13.4 Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

- (a) on components and raw material used in the manufacture or assembly of goods quoted;
or
 - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately.
- (iii) The price for inland transportation, insurance and other related services to deliver the goods to their final destination.
- (iv) the price of other incidental services

13.5 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 30.

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

14. Currencies of Bid

14.1 The vendors shall quote in USD.

15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

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

16.1 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.

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

17. Documents Establishing the Qualifications of the Bidder

17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SriLankan Airlines' satisfaction:

- (a) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

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 SriLankan Airlines as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines 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. 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 in the form of Bid Security Declaration.

19.2 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 SriLankan Airlines as non-responsive.

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 10 and clearly mark it as “ORIGINAL”.

20.2 The original 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.

Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

21.1 Bidders will submit bids via e mail only.

21.2 The e mail shall:

- (a) Bear the name and the address of the Bidder;
- (b) Be addressed to **Chairman of Standing Cabinet Appointed Procurement Committee** in accordance with ITB Sub-Clause 22.1;
- (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 25.1.

If e mail is not received to intimated e mail address, SriLankan Airlines will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by SriLankan Airlines at the e mail address and no later than the date and time **specified in the BDS.**

22.2 SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 SriLankan Airlines shall not consider any bid that arrives after the deadline for the submission of bids, in accordance with ITB Clause 22. Any Bid received by SriLankan Airlines after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, and Modification of Bids

24.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, 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 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 21 (except that withdrawal notices do not require copies), and in addition, the respective e mail shall be clearly marked “WITHDRAWAL”, or “MODIFICATION”, and
- (b) received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.

24.3 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.

25. Bid Opening

25.1 The bid opening will be at the address, date and time **specified in the BDS.**

25.2 First, e mails marked “WITHDRAWAL” shall be opened and read out and the e mail with the corresponding bid may be opened at the discretion of bid opening committee. 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, e mails 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 e mails that are opened and read out at Bid opening shall be considered further.

25.3 All other e mails 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 bid opening committee 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 23.1.

25.4 The Bid Opening committee 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 Bidders’ representatives who are present shall be requested to sign the attendance sheet.

26. Confidentiality

26.1 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.

26.2 Any effort by a Bidder to influence SriLankan Airlines in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, if any Bidder wishes to contact SriLankan Airlines 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.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, SriLankan Airlines 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 request by SriLankan Airlines shall not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response shall be in writing. in accordance with ITB Clause 29.

28. Responsiveness of Bids

28.1 SriLankan Airlines' determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, SriLankan Airlines' 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.

28.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SriLankan Airlines and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission

29. Non-conformities, Errors, and Omissions

29.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

29.2 Provided that a bid is substantially responsive, SriLankan Airlines 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.

29.3 Provided that the Bid is substantially responsive, SriLankan Airlines 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 SriLankan Airlines 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 discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and bidder shall be suspended

30. Preliminary Examination of Bids

30.1 SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

30.2 SriLankan Airlines 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 11.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 11;
- (c) Bid Security in accordance with ITB Clause 19.

31. Examination of terms and Conditions; Technical Evaluation

31.1 SriLankan Airlines shall examine the Bid submitted to confirm that all terms and conditions specified in schedule of requirement have been accepted by the Bidder without any material deviation or reservation.

31.2 SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, 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.

31.3 If, after the examination of the terms and conditions and the technical evaluation, SriLankan Airlines determines that the Bid is not substantially responsive in accordance with ITB Clause 28, SriLankan Airlines shall reject the Bid.

32. Conversion to Single Currency (if applicable)

32.1 (Not Applicable)

33. Evaluation of Bids

33.1 SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 33.

33.3 To evaluate a Bid, SriLankan Airlines shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 13;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3.
- (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and 13.3

33.4 SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 33.3, 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.

33.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow SriLankan Airlines 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.

34. Comparison of Bids

34.1 SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.

35. Post qualification of the Bidder

- 35.1 SriLankan Airlines 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.
- 35.2 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 17.
- 35.3 An affirmative determination shall be prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SriLankan Airlines shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36. SriLankan Airlines' Right to accept Any Bid, and to Reject Any or All Bids

- 36.1 SriLankan Airlines 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

37. Award Criteria

- 37.1 SriLankan Airlines 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.

38. SriLankan Airlines' Right to Vary Quantities at Time of Award

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

39. Notification of Award

- 39.1 Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 39.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 41, SriLankan Airlines will promptly notify each unsuccessful Bidder.

40. Signing of Contract

40.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.

40.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

41. Performance Security

41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, shall furnish the Performance Security of 5% of the estimate contract value using the Performance Security Form included in Section VI. SriLankan Airlines shall promptly notify the name of the winning Bidder to each unsuccessful Bidder

41.2 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. In that event SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

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 Reference	A. General
ITB 1.1	The name and identification number of the Contract are- MAEZD/P/SCA/SCAPC/L-C-F
	B. Contents of Bidding Documents
ITB 6.1	For Clarification of bid purposes only: <u>SriLankan Airlines contact details</u> Mailing address: SriLankan Airlines Ltd., Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka E-mail : nimesha.ratnayake@srilankan.com and Cc; nadeera.bandara@srilankan.com
	C. Preparation of Bids
ITB 10.1 (e)	The Bidder shall submit the following additional documents: N/A

ITB 18.1	The bid shall be valid for 120 days from the bid closing 16 th August 2021 at 14:00 hrs LT (GMT + 5:30).
ITB 19.1	Bid shall include a Bid Security included in section IV Bidding Forms; (Bid Security Declaration)
ITB 19.2	The Bid Security shall be provided in the form prescribed in Section IV. Bidding Forms (Bid Security Declaration)

D. Submission and Opening of Bids	
ITB 21.2(c)	Email shall bear the following identification marks: LEASING A CARGO FREIGHTER FOR SRILANKAN AIRLINES IFB No: MAEZD/P/SCA/SCAPC/L-C-F
ITB 22.1	For bid submission purposes, SriLankan Airlines' address is: asset@srilankan.com Attention: Chairman of standing cabinet appointed procurement committee

	The deadline for the submission of bids is: Date : 16th August 2021 Time: 1400 hrs (SL time) (GMT + 5:30)
ITB 25.1	The bid opening shall take place at: Address: State Ministry of Aviation and Export Zones Development 30th Floor, West Tower, World Trade Centre Colombo 01. Sri Lanka. Date: 16th August 2021 Time: 1400 hrs (SL time) (GMT + 5:30)
E. Evaluation and Comparison of Bids	
ITB 33.4	The following factors and methodology will be used for evaluation: <u>Minimum Eligibility Criteria</u>

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 33.4)

Minimum Eligibility Criteria:

Lease of an Aircraft on Dry Lease basis (Technical Evaluation)

Technical Evaluation for aircraft to be leased on Dry Lease Bidder shall be required to comply with all “Mandatory” technical requirements, Airline Preferred requirement as indicated as “Preferred” it shall not be mandatory to comply with such requirements in the event bid shall not be compliant there shall be no further evaluation of the BID

A/C Type	A330-200F	A330-P2F	B767F	B767-300BCF/ B 767 P2F	Compliance	Comment
Engine Configuration	Rolls-Royce Trent 700 (Preferred)	Rolls-Royce Trent 700 (Preferred)	Indicate	Indicate	As per Type Certificate	
APU Configuration	Honeywell APU model 331-350C (Preferred)	Honeywell APU model 331-350C (Preferred)	Indicate	Indicate	As per Type Certificate	
Cabin Configuration						
Crew Rest Compartment (to accommodate 2 crew members)	QTY – 01	QTY – 01	QTY – 01	QTY – 01	Mandatory	
Lavatories	QTY – 01	QTY – 01	QTY – 01	QTY – 01	Mandatory	
Crew Seats	4 (Preferred)	4 (Preferred)	4 (Preferred)	4 (Preferred)	Preferred	
Preferred Galley Configuration						
Galleys (Atlas standard, wet galley)	QTY – 01	QTY – 01	QTY – 01	QTY – 01	Preferred	

Meal Carts (Full)	03	03	03	03	Preferred	
Meal Carts (Half)	06	06	06	06	Preferred	
Ovens (Steam /48 meal type preferable)	01	01	01	01	Preferred	
Water Boiler	Minimum one	Minimum one	Minimum one	Minimum one	Preferred	
Std. Containers	04	04	04	04	Preferred	
Waste Bin	One full size	One full size	One full size	One full size	Preferred	
Ice Container or Ice Bin	01	01	01	01	Preferred	
Trash Container	01	01	01	01	Preferred	
Water Tap & Sink	Minimum one	Minimum one	Minimum one	Minimum one	Preferred	
Refrigerator & Freezer	Minimum one	Minimum one	Minimum one	Minimum one	Preferred	
Galley work top area	Available	Available	Available	Available	Preferred	
Miscellaneous Stowage	01	01	01	01	Preferred	
Coat Closet (Adjunction)	01	01	01	01	Preferred	
Cargo (Cargo)						
Cargo Capacity	Range 4357NM/8070 Km between 50 to 75 tons	Range 4357NM/8070 Km between 50 to 75 tons	Range 4357NM/8070 Km between 50 to 75 tons	Range 4357NM/8070 Km between 50 to 75 tons	Mandatory	
Ballast	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Preferred	
Cargo Volume	435 CBM	435 CBM	435 CBM	435 CBM	Mandatory	

Main Deck	325 CBM	325 CBM	325 CBM	325 CBM	Mandatory	
Lower Deck	110 CBM	110 CBM	110 CBM	110 CBM	Mandatory	
Cargo Loading	Equipped with loading system	Equipped with loading system	Equipped with loading system	Equipped with loading system	Mandatory	
Operating Weight and Structural Data (OPS based on Cargo input)						
Centre Fuel Tank	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	Preferred	
Total Fuel Capacity Should be based on SG of 0.785 kg/l	Required	Required	Required	Required	Mandatory	
Operational Requirements						
ETOPS/EDTO	180 min	180 min	180 min	180 min	Mandatory	
EASA OPS 1/FAR	Required	Required	Required	Required	Mandatory	
Over Water Ops	Required	Required	Required	Required	Mandatory	
Emergency Equipment	Required	Required	Required	Required	Mandatory	
Evacuation	Required	Required	Required	Required	Mandatory	
Life Vest	Required	Required	Required	Required	Mandatory	
ELT-Fixed	QTY 1	QTY 1	QTY 1	QTY 1	Mandatory	
ELT-Portable	QTY 2	QTY 2	QTY 2	QTY 2	Mandatory	
Cockpit Configuration						
Crew Capacity	Indicate	Indicate	Indicate	Indicate	N/A	
CDLS	Required	Required	Required	Required	Mandatory	
Surveillance	Required	Required	Required	Required	Mandatory	
Avionics Configuration <i>(if system/component description differs indicate as applicable)</i>						
EGPWS	Required	Required	Required	Required	Mandatory	

TCAS (Software Change 7.1)	Required	Required	Required	Required	Mandatory	
Above two or T2CAS or T3CAS (Software Change 7.1)	Required	Required	Required	Required	Mandatory	
Pitot Probes	Required	Required	Required	Required	Mandatory	
AOA Sensors	Required	Required	Required	Required	Mandatory	
HF Transceiver dual	Required	Required	Required	Required	Mandatory	
VHF Transceiver	Required	Required	Required	Required	Mandatory	
ADF	Required	Required	Required	Required	Mandatory	
VOR	Required	Required	Required	Required	Mandatory	
DME	Required	Required	Required	Required	Mandatory	
ILS / MMR	Required	Required	Required	Required	Mandatory	
ADIRU	Required	Required	Required	Required	Mandatory	
RA XCVR	Required	Required	Required	Required	Mandatory	
SSCVR (2 Hrs. Recording)	Required90 ULB should be installed	Required90 ULB should be installed	Required 90 ULB should be installed	Required 90 ULB should be installed	Mandatory	
SSFDR (1024 Words per Sec. Required with 25 Hrs Recording)	Required 90 ULB should be installed	Required90 ULB should be installed	Required 90 ULB should be installed	Required 90 ULB should be installed	Mandatory	
DMC	Required	Required	Required	Required	Mandatory	
ATC Mode S Transponder	Required	Required	Required	Required	Mandatory	
FDIMU	Required	Required	Required	Required	Mandatory	
FWC	Required	Required	Required	Required	Mandatory	
SDAC	Required	Required	Required	Required	Mandatory	
FMGC	Required	Required	Required	Required	Mandatory	
Sat Com	Required	Required	Required	Required	Mandatory	

ADS-B Out	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	Mandatory	
CMC	Required	Required	Required	Required	Mandatory	
ATSU	Required	Required	Required	Required	Mandatory	
FANS	FANS A preferred	FANS A preferred	FANS A preferred	FANS A preferred	preferred	
Compliance to European Datalink mandate and logon list requirements	Required	Required	Required	Required	Mandatory	
Datalink Recording Capability and ED112 compliance	On aircraft Manufactured after 01/01/2016	On aircraft Manufacture d after 01/01/2016	On aircraft Manufacture d after 01/01/2016	On aircraft Manufacture d after 01/01/2016	Mandatory	
Dual Weather Radar	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	Mandatory	
Predictive Wind shear activation	Required	Required	Required	Required	Mandatory	
8.8 kHz \pm 1 kHz underwater locating beacon attached to the A/C structure	Required	Required	Required	Required	Mandatory	
CPDLC	Required	Required	Required	Required	Mandatory	
RNP/RNAV GNSS capability	Required	Required	Required	Required	Mandatory	
RVSM	Required	Required	Required	Required	Mandatory	
CAT IIIB	Required	Required	Required	Required	Mandatory	
Transporting DG & live cargo	Required	Required	Required	Required	Mandatory	

Note 1: Bidder shall be required to provide comprehensive equipment listing to proposed aircraft, this shall be taken into consideration during financial evaluation “induction costing” in order to assess fleet spares commonality and dispatch conditions.

Lease of an Aircraft on Wet Lease basis (Technical Evaluation)

Technical Evaluation for aircraft to be leased on Wet Lease Bidder shall be required to comply with all “Mandatory” technical requirements, in the event bid shall not be compliant there shall be no further evaluation of the BID

	Requirement	Compliance		Comments
		<u>Yes</u>	<u>No</u>	
1)	Required Aircraft			
i	capability to carry a payload of 50 -75 Tons per flight			
ii	Volumatic Capacity of 400 to 450 m ³			
iii	ability to operate into U.S.A, China, Europe, middle east and HKG/BKK/DEL supporting documents shall be provided to verify compliance			
iv	ability to carry dangerous goods and transport live animals. Provide DG certification			
2)	Technical requirements			
i	Valid C of A and C of R from state of registry and included in the AOC of the operator			
ii	Performance factor/Fuel bias – 3% or less			
iii	Aircraft avionics equipage shall be fully compliant to regulatory and operational requirements of the regions of intend operation with no operational limitations (Avionics Status to be evaluated)			
iv	Shall be authorized for RVSM, EDTO, and NATS			

v	Shall be authorized for low visibility operations (CAT 11, CAT 111A, CAT 111B)			
vi	Aircraft navigation requirements – RNP APCH (RNP 0.3), RNAV 10 (RNP 10), RNAV 5 (RNP 05), BRNAV , RNAV 1 , RNAV 2 , RNP 1 , RNP 2 , RNP 4			
	Lessor shall be an IOSA or EASA or FAA certified operator or be on TCO registry			
3)	Lease Term			
	Aircraft availability from 1 st March 2022			
ii	Lease Term One Year extendable to two years			
4)	Early Termination			
	Mechanism on early termination			
5)	Operation			
i)	Enough crew sets to cover above MGH			
ii)	support plan during AOG situation			
iii)	Sufficient Engineering manpower support to support operation			
iv)	Maintenance arrangements in Colombo and all other operating destinations.			
v)	FMS DB available with worldwide coverage			
vi)	Navigational charts and performance solutions shall be available with worldwide coverage			
vii)	Flight planning solution with worldwide coverage			

Upon completion of Technical evaluation Bidders shall be informed of the status of the Bids Only successful shall be evaluated for financial viability

Evaluation Criteria

Financial Evaluation

					Remark
	Description	Bid 01	Bid 02	Bid 03	
A	Operating Costs				
	Fuel Cost	x	x	x	Vary with aircraft type and MTOW of aircraft
	Overflying	x	x	x	Vary with aircraft type and MTOW of aircraft
	Landing & Parking	x	x	x	Vary with aircraft type and MTOW of aircraft
	Ground Handling	x	x	x	Vary with aircraft type & cargo tonnage
	Crew Cost (Salaries & Layover related)	x	x	x	Only Applicable for Dry Lease based on crew requirement for Aircraft Type
	Aircraft Maintenance	x	x	x	Only Applicable for Dry Lease based on rates given by lessor
	Induction Cost	x	x	x	based on aircraft type (see Note 1), and any other related cost
B	Lease Cost				
	Rent /ACMI Rate	x	x	x	Based on rates given by Lessor. Dry Lease monthly rental and wet lease per block hour rate
C	Total Cost	A+B	A+B	A+B	
D	Cargo Revenue	xx	xx	xx	Vary with available tonnage and volume
E	Contribution	D-C	D-C	D-C	
F	Cargo Yield RTK (Revenue Ton KM)				D/(Tons*KM)
G	Cost per Ton KM				C/(Tons*KM)
Evaluation method					
Evaluation will be done in USD					
Only positive contributions will be considered					

Note: **Statistics which will use for revenue and cost calculations** Number of Flights, Block Hours, Cargo Tons, Cargo Yield/ Kg (USD) and Fuel Price (USC/USG)

2. Post-qualification Requirements (ITB 35.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 34.1, SriLankan Airlines shall carry out the post-qualification of the Bidder in accordance with ITB Clause 35, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Company Net Worth

Audited Financial Statements for last three years

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

Aircraft Portfolio

(c) The Bidder shall furnish documentary evidence to demonstrate that the services offered meet the following usage requirement:

Current Lessees (if applicable in wet lease)

Section IV. Bidding Forms

Table of Forms

- i) Bid Submission Form
- ii) Price Schedule/Rate Sheet
- iii) Technical Specifications Compliance form
- iv) Bid Security Declaration Form
- v) Vendor Information Form

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: SriLankan Airlines Ltd

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 Goods and Related Services.
- (c) The unit price/total price of our Bid without VAT, including any discounts offered is: LKR *[insert the total bid price in words and figures]*;
- (d) The unit price/total price of our Bid including VAT, and any discounts offered is: LKR *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, 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 41 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (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;
- (i) 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.
- (j) 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 the date of signing]*

Price Schedule/Rate Sheet

Monthly Rent	
Maintenance Reserve Rates	
Deposit (Dry Lease)	
ACMI Rate	

Payment term:

Note 1: Net Rate – Should include all taxes and charges such as.....

Note 2: Volumes are estimated, and actual figures may vary depending on flight schedule etc.

Rates in USD.

Signature: *[signature of person signing the Bid]*

Name & Designation:*[Name and designation of person signing the Bid with frank]*

Technical Specifications Compliance form

Name of the Bidder :

Name of the Principal (if any) :

Running Number	Technical Specification clause	Bidder's Response (Yes/No)	If 'No' comments

Signature: *[signature of person signing the Bid]*

Name & Designation:*[Name and designation of person signing the Bid with frank]*

Date : *[insert date]*

Bid Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]

Date: -----*[insert date by bidder]*

Name of contract –[insert name]*

Invitation for Bid No: -----[insert number]*

To: -----[insert the name of the Purchaser (SriLankan Airlines)]*

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by SriLankan Airlines, for the period of time of *two years* starting on *the latest date set for closing of bids of this bid*, if we;
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

VENDOR INFORMATION FORM

(To be filled by the vendor)

Section A – Basic information of the vendor	
1. Registered Name of the Vendor :	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business :	5. Company type :
6. Telephone & Fax numbers : Tel: Fax:	7. E-mail address :
8. Registered address :	
9. Other contact details (if any) :	
10. Registered Name and address of local agent (if any)	
Section B – Details of Directors, Shareholders and related parties	
1. Name(s) of Directors	

2. Name(s) of Shareholders	
3. If the Shareholders are incorporated entities, please state the shareholders of such entities	
4. If the Shareholders are equity funds, please state the owners of such funds	
5. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
6. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
7. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

***Please note that the copies of passports and proof of residence of the above mentioned Shareholders / Directors / Owners of funds shall be submitted by the vendor upon the request of SriLankan Airlines.**

As the authorized representative of [name of the Vendor], I hereby confirm on behalf of[name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of[name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of vendor’s authorized signatory:

Name:
 Designation:
 Date:
 Signature & Company Rubber Stamp:

Section C -Business verification : Duly signed and stamped copy of above document to be supported by the following documents

✓ Tick the appropriate boxes

- | | |
|--|--|
| <input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company | <input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding. |
| <input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors | <input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner. |
| <input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration | <input type="checkbox"/> Audited financial statements of the vendor Company for the last three years |
| | <input type="checkbox"/> Others (specify) |

Section V. Schedule of Requirements

Option 1

Specification for lease of Cargo Aircraft on ACMI basis

Required Aircraft: An Aircraft with capability to carry a payload of 50 -75 Tons per flight (at a fuel density of 0.785 Kg/l and be able to use the maximum payload without using any ballast for trimming purposes) having a Volumatic Capacity of 400 to 450 m³, complying to regulatory and operational requirements with the ability to operate into U.S.A, China, Europe, middle east and intimated destination in Bidding Document, ability to carry dangerous goods and transport live animals.

Technical requirements: Valid C of A and C of R from state of registry where aircraft is included in in the AOC of the operator having.

1. Performance factor/Fuel bias – 3% or less
2. Aircraft avionics equipage shall be fully compliant to regulatory and operational requirements (valid for the type and period of operation) of the regions specified under item ‘Required Aircraft’ with no operational limitations. These requirements include and are not limited to ADS-B out DO-260B, ACAS II Change 7.1, EGPWS and FANS A or/and B.
3. Shall be authorized for RVSM, EDTO, and NATS.
4. Shall be authorized for low visibility operations (CAT 11, CAT 111A, CAT 111B,)
5. Aircraft navigation requirements – RNP APCH (RNP 0.3), RNAV 10 (RNP 10), RNAV 5 (RNP 05), BRNAV, RNAV 1, RNAV 2, RNP 1, RNP 2, RNP 4.

Aircraft Paint & Livery: Preferred white with SriLankan Airlines Livery

Lessor: Lessor shall be an IOSA, EASA, FAA certified operator or be on TCO registry

Lease Term: one (1) year with ability to extend up to two years (to commence from 1st March 2022)

Early Termination: It is necessary that SriLankan is able to terminate the lease with one month’s prior notice for whatsoever reason, without any liability to pay compensation to the Lessor

Minimum Guaranteed hours (MGH) of operation per month: 350hrs**

** will be proportionally reduced for AOG situations/ technical delays/maintenance work etc.

If Aircraft is grounded due to a technical reason;

- (a) lessor shall either provide an alternate aircraft or pay liquidated damages,
- (b) SLA has the right to replace the aircraft and recover the cost borne by SLA from the Lessor
- (c) If the grounding continues for lessor makes no replacement for seven (07) days, SLA shall be entitled to terminate the agreement.

In the event of delay due to technical reasons, non-availability of crew or other reasons attributable to the Lessor, Lessor shall be liable for liquidated damages and or adequately compensate for the delay.

SLA shall not be responsible for the provision of any legal opinion in respect of the jurisdiction of Sri Lanka or outside Sri Lanka.

Operating Base: BIA,

Positioning & Repositioning: BIA (In case of a delay in Positioning: Lessor shall be liable for liquidated damages)

Governing Law: English Law

Dispute Resolution: by Arbitration in London

Lessor to facilitate Art 83 biz requirements through the national aviation authority as required

Flight schedule:

	Sectors	Frequencies per week
1)	CMB/FRA/DWC/CMB	2
2)	CMB/FRA/CMB	1
3)	CMB/BKK/HKG/DEL/CMB	2
4)	CMB/PVG/CMB	1

Flight schedule 1

Note: Lessee shall require flexibility to alternate destinations during operations with sufficient prior notice

ACMI rate which shall include the following cost parameters;

- i) Enough crew sets to cover above Minimum Guaranteed hours (MGH) in compliance to applicable regulatory requirements imposed by the operation
- ii) Hull & third-party insurance cover for the entire lease period
- iii) Aircraft delivery/ Re-positioning cost (excluding fuel for Re-positioning flight only)
- iv) Crew hotel accommodation, transportation at the Base and at all layover destinations
- v) Crew salaries, per diems, license & medical insurance, work visa fees
- vi) Maintenance arrangements in Colombo and all other operating destinations.
- vii) Engineering manpower support levels proposed shall also be included at CMB and at destinations including proposed plan during heavy maintenance check during lease term.
- viii) support plan during AOG situation or during a period where aircraft is unable to support the schedule.
- ix) FMS DB available with worldwide coverage.
- x) Navigational charts and performance solutions shall be available with worldwide coverage.
- xi) Flight planning solution with worldwide coverage

(*Note- for the purpose of the Biding Document Crew shall mean Pilots/Engineers/Load masters/ Aircraft Dispatchers and or any other personnel required by Lessor for the ACMI Lease)

Mechanism on reconciliation of additional flying to be specified

Payment Terms to be specified

Proposal to include commercial offers along with.

- i) AOC approvals
- ii) Detailed aircraft specification documents including technical data, cargo compartment capacity, payload capability, fuel burn data, and technical dispatch information
- iii) Financial break down of proposal

Option 2
Specification for Lease of Cargo Aircraft on Dry Lease Basis

A/C Type	A330-200F	A330-P2F	B767F	B767-300BCF/ B 767 P2F	
Engine Configuration	Rolls-Royce Trent 700 (Preferred)	Rolls-Royce Trent 700 (Preferred)	Indicate	Indicate	
APU Configuration	Honeywell APU model 331-350C (Preferred)	Honeywell APU model 331-350C (Preferred)	Indicate	Indicate	
Brakes & Wheels Configuration					
Brake Manufacturer	Indicate	Indicate	Indicate	Indicate	
Brake Fans	Indicate	Indicate	Indicate	Indicate	
Nose Wheel Manufacturer	Indicate	Indicate	Indicate	Indicate	
Main Wheel Manufacturer	Indicate	Indicate	Indicate	Indicate	
Tire Manufacturer	Indicate	Indicate	Indicate	Indicate	
Cabin Configuration					
Crew Rest Compartment (to accommodate 2 crew members)	QTY – 01	QTY – 01	QTY – 01	QTY – 01	
Lavatories	QTY – 01	QTY – 01	QTY – 01	QTY – 01	
Crew Seats	4 (Preferred)	4 (Preferred)	4 (Preferred)	4 (Preferred)	
Preferred Galley Configuration					
Galleys (Atlas standard, wet galley)	QTY – 01	QTY – 01	QTY – 01	QTY – 01	
Meal Carts (Full)	03	03	03	03	

Meal Carts (Half)	06	06	06	06	
Ovens (Steam /48 meal type preferable)	01	01	01	01	
Water Boiler	Minimum one	Minimum one	Minimum one	Minimum one	
Std. Containers	04	04	04	04	
Waste Bin	One full size	One full size	One full size	One full size	
Ice Container or Ice Bin	01	01	01	01	
Trash Container	01	01	01	01	
Water Tap & Sink	Minimum one	Minimum one	Minimum one	Minimum one	
Refrigerator & Freezer	Minimum one	Minimum one	Minimum one	Minimum one	
Galley work top area	Available	Available	Available	Available	
Miscellaneous Stowage	01	01	01	01	
Coat Closet (Adjunction)	01	01	01	01	
Cargo (Cargo)					
Cargo Capacity	Range 4357NM/8070 Km(Ground Distance) between 50 to 75 tons	Range 4357NM/8070 Km(Ground Distance) between 50 to 75 tons	Range 4357NM/8070 Km(Ground Distance) between 50 to 75 tons	Range 4357NM/8070 Km (Ground Distance) between 50 to 75 tons	
Ballast	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Ability to operate MTOW at without ballast for trimming purposes (Preferred)	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	Ability to operate at MTOW without ballast for trimming purposes (Preferred)	

Cargo Volume	435 CBM	435 CBM	435 CBM	435 CBM	
Main Deck	325 CBM	325 CBM	325 CBM	325 CBM	
Lower Deck	110 CBM	110 CBM	110 CBM	110 CBM	
Cargo Loading	Equipped with loading system	Equipped with loading system	Equipped with loading system	Equipped with loading system	
Operating Weight and Structural Data (OPS based on Cargo input)					
Centre Fuel Tank	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	
Total Fuel Capacity Should be based on SG of 0.785 kg/l	Indicate	Indicate	Indicate	Indicate	
Operational Requirements					
ETOPS/EDTO	180 min	180 min	180 min	180 min	
EASA OPS 1/FAR	YES	YES	YES	YES	
Over Water Ops	YES	YES	YES	YES	
Emergency Equipment	Required	Required	Required	Required	
Evacuation	Required	Required	Required	Required	
Life Vest Type	Required	Required	Required	Required	
ELT-Fixed	QTY 1	QTY 1	QTY 1	QTY 1	
ELT-Portable	QTY 2	QTY 2	QTY 2	QTY 2	
Cockpit Configuration					
Crew Capacity	Indicate	Indicate	Indicate	Indicate	
CDLS	Required	Required	Required	Required	
Surveillance	Required	Required	Required	Required	

Avionics Configuration <i>(if system/component description differs indicate as applicable)</i>					
EGPWS	Required	Required	Required	Required	
TCAS (Software Change 7.1)	Required	Required	Required	Required	
Above two or T2CAS or T3CAS (Software Change 7.1)	Indicate	Indicate	Indicate	Indicate	
Pitot Probes	Required	Required	Required	Required	
AOA Sensors	Required	Required	Required	Required	
HF Transceiver dual	Required	Required	Required	Required	
VHF Transceiver	Required	Required	Required	Required	
ADF	Required	Required	Required	Required	
VOR	Required	Required	Required	Required	
DME	Required	Required	Required	Required	
ILS / MMR	Required	Required	Required	Required	
ADIRU	Required	Required	Required	Required	
RA XCVR	Required	Required	Required	Required	
SSCVR (2 Hrs. Recording)	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	
SSFDR (1024 Words per Sec. Required with 25 Hrs Recording)	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	Indicate 90 ULB should be installed	
DME	Required	Required	Required	Required	

ATC Mode S Transponder	Required	Required	Required	Required	
FDIMU	Required	Required	Required	Required	
FWC	Required	Required	Required	Required	
SDAC	Required	Required	Required	Required	
FMGC	Required	Required	Required	Required	
Sat Com	Required	Required	Required	Required	
ADS-B Out	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	DO 260B (ADS-B version 2) capable	
CMC	Required	Required	Required	Required	
ATSU	Required	Required	Required	Required	
FANS	FANS A preferred	FANS A preferred	FANS A preferred	FANS A preferred	
Compliance to European Datalink mandate and logon list requirements	Required	Required	Required	Required	
Datalink Recording Capability and ED112 compliance	On aircraft Manufactured after 01/01/2016	On aircraft Manufactured after 01/01/2016	On aircraft Manufactured after 01/01/2016	On aircraft Manufactured after 01/01/2016	
Dual Weather Radar	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	Indicate (WRT 2100 Multi Scan preferred)	
Predictive Wind shear activation	Required	Required	Required	Required	
8.8 kHz \pm 1 kHz underwater locating beacon attached to the A/C structure	Required	Required	Required	Required	
CPDLC	Required	Required	Required	Required	

RNP/RNAV GNSS capability	Required	Required	Required	Required	
RVSM	Required	Required	Required	Required	
CAT IIIB	Required	Required	Required	Required	
Transporting DG & live cargo	Required	Required	Required	Required	

Section VI. Draft Contract and Performance Security

Letter of Intent

The Bid submission must be together with a letter of intent (term sheet) signed and stamped by a person duly authorized on behalf of the Supplier. Such term sheet shall include the following terms and conditions as a minimum.

1. Description of Aircraft including and current state of Registration;

- i) Aircraft Model:**
 - ii) Engine & APU:**
 - iii) Landing Gear:**
 - iv) Cargo Capacity & Range (at specified Fuel Density):**
 - v) Volumetric Capacity:**
 - vi) Maintenance status:**
- (Supporting documentation shall be provided by bidder for evaluation)

2. Period of Lease:

3. Early Termination Option- Lessee can terminate the lease with one month's Prior notice (Mandatory requirement)

4. Delivery and redelivery locations: Delivery of the airplane as specified by the Lessor and redelivery shall be at SLA facilities in CMB, Sri Lanka.

5. Lease security:(Dry Lease)

6. Rate: Hourly rate (wet lease) /**Rent:** Monthly (Dry lease)

7. Performance Restoration Fees: (Dry Lease)

8. Payment Terms

9. Currency: USD

10. Assignment of Manufacturer & Vendor Warranties (Dry Lease)

11. Conditions President post Delivery and Conditions Subsequent

12. Disclaimers

13. Insurance Requirements (Dry Lease)

14. Permitted Sub leases (Dry Lease)

15. Maintenance of Aircraft (Dry Lease)

16. Operation of Aircraft

17. Mechanism of ensuring Cargo network continuity in case of aircraft AOG or during scheduled Maintenance and related compensation mechanism (Wet Lease)

18. Title and Registration during lease term

19. Redelivery requirements for dry lease Aircraft

20. Mandatory Requirements and service bulletins: The lessor shall comply with all airworthiness directives and other mandatory operational requirements applicable to the Aircraft and issued (or approved) by National Aviation authority. (Wet Lease)

21. Requirements to be addressed by Lessor and Transfer of the Lessor's interests: During the Lease Term the Lessor may transfer its rights, title and interest in the Aircraft and the Lease to another party subject to customary terms and conditions, including that;

- 1) The Lessor or Party Lessors interests are being transferred to have a minimum tangible net worth of USD 20,000,000 throughout the lease term.
- 2) Where Lessee shall receive Audited accounts of Lessor or Party Lessors interests are being transferred to prior to execution of LOI and subsequently annually throughout the Lease term

22. Manner of sending notices

23. Taxes, General Obligations of Lessee

24. Governing Law: English law.

Performance Security

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

Beneficiary: SriLankan Airlines Ltd

Date: -----

PERFORMANCE GUARANTEE No: -----

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

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

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

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

[signature(s)]

Glossary of Terms

1	ACMI	Aircraft, Crew, Maintenance and Insurance
2	ADF	Automatic Direction Finder
3	ADIRU	Air Data Inertial Reference Unit
4	APU	Auxiliary Power Unit
5	ATSU	Air Traffic Services Unit
6	CAT IIIB	Instrument Landing Category IIIB Flight Conditions
7	CDLS	Cockpit Door Locking System
8	CMC	Central Maintenance Computer
9	CPDLC	Controller-Pilot Data Link Communications
10	DME	Distance Measuring Equipment
11	EASA,	European Aviation Safety Agency
12	ETOPS/EDTO	Extended Range Twin Engine Aircraft Operations/ Extended Diversion Time Operations
13	FAA	Federal Aviation Administration
14	FANS	Future Air Navigation System
15	FDIMU	Flight Data Interface and Management Unit
16	FMGC	Flight Management and Guidance Computer
17	FWC	Flight Warning Computer
18	ILS / MMR	Instrument Landing System/ Multi-Mode Receiver
19	IOSA,	IATA Operational Safety Audit
20	RA XCVR	Radio Transceiver
21	RNAV	Area Navigation
22	RNP	Required Navigation Performance
23	RVSM	Reduced Vertical Separation Minimum
24	SDAC	System Data Analog Converter
25	SSCVR	Solid State Cockpit Voice Recorder
26	SSFDR	Solid State Flight Data Recorder
27	TCO	Third Country Operators
28	USC/USG	United States Code/ United States Gallons
29	VOR	VHF Omnidirectional Radio Range