



SRI LANKA AIR FORCE

STANDARD BIDDING DOCUMENT

**POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER
IN SRI LANKA AIR FORCE**

TENDER IDENTIFICATION NUMBER: AHQ/24/FP/BEL/1045

NPA/Goods/SBD 01

Section I. Instructions to Bidders (ITB)

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

General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
2. **Source of Funds**
 - 2.1 Payments under this contract will be financed by the source **Specified in the BDS**.
3. **Fraud and Corruption**
 - 3.1 The attention of the bidders is drawn to the following guidelines **Ethics**, of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement Process or affect the execution of a contract.

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

- 4. Eligible Bidders**
- 4.1 All bidders shall possess legal rights to supply the Goods under this contract.
 - 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
 - 4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .
 - 4.4 Foreign Bidder may submit a bid only if so stated in the **in the BDS.**

5. Eligible Goods and Related Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

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

Volume 2

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

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

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

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

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

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

- (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

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

13. Alternative Bids 13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

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

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

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

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

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

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

(iv) The price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

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

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the Bidder

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

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

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

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

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

**18. Documents
Establishing the
Qualifications
of the Bidder**

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) That, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) At the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) Remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (c) Bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the

Withdrawal notice is required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

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

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
- 29. Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or

omission. A material deviation, reservation, or omission is one that:

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

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

30. Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.
- 31. Preliminary Examination of Bids**
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub- Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

- 37. Post qualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- 39. Award Criteria**
- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award**
- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, 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.
- 41. Notification of Award**
- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

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

March 2025

(HAD DIAS)

Air Commodore

CHIEF PROCUREMENT OFFICER

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 Purchaser is: Sri Lanka Air Force
ITB 1.1	The name and identification number of the Contract is : POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER (AHQ/24/FP/BEL/1045)
ITB 2.1	The source of funding is: GOSL
ITB 4.4	Foreign bidders <i>are allowed to participate in bidding.</i>
ITB 5.1	Refer to certification in ITB 11.1
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: Chief Procurement Officer Address: Procurement Division, Sri Lanka Air Force Headquarters, Defence Headquarters Complex, P.O. Box 594, Sri Jayewardenepura, Kotte. Telephone: Facsimile number: Telephone + 94112325468 Fax +94112328850/ 2423005 Electronic mail address: cpd@slaf.gov.lk , quote@slaf.gov.lk
	C. Preparation of Bids
ITB 14.3	This term is not applicable for this tender
ITB 15.1¹⁰	The price shall be quoted by the bidder in only United State Dollar or EURO currency and payment shall be payable only in United State Dollar, EURO currency or Sri Lanka Rupees.
ITB 17.3¹¹	This term is not applicable for this tender
ITB 18.1 (a)	It is mandatory that the bidder shall submit a F-8130 or approved airworthiness certificate issued by the OEM or Repair Facility that has the approval of following authorities for the offering BELL 206 B III JET RANGER FUSELAGE ASSY. Certificates should be valid during the time of bidding; i. FAA (or); ii. EASA (or); iii. Transport Canada (or); iv. Approval of Country's Aviation Authority.
ITB 18.1 (b)	After sales service as per the contract data (section VII)

ITB 19.1	<p>The period of bid validity shall be valid until 03.08.2025 with effective from the date of opening of the bids.</p> <p>All bids must be accompanied by a Bid Security in the form of a Bank Guarantee and it shall be addressed to Commander of the Air Force and an unconditional and irrevocable Bank Guarantee advised through a commercial bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. The value of the Bank Guarantee shall be USD or LKR Rs 495,000.00 The Bid Security shall be valid up to 30.09.2025.</p>
ITB 20.1	<p>Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms</p>
ITB 20.2	<p>The amount of the Bid Security shall be: Rs 495,000.00</p> <p>The bid security shall be valid until 91 days with effective from the date of opening of the bids. Bid security shall be address to following.</p> <p style="text-align: center;">Commander of the Air Force Air Force Headquarters Defence Headquarters Complex P.O. Box 594 Sri Jayewardenepura Kotte</p> <p style="text-align: center;">Telephone + 94112325468</p> <p style="text-align: center;">Fax +94112328850/ 2423005, Email: cpd@slaf.gov.lk, quote@slaf.gov.lk</p>
D. Submission and Opening of Bids	
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks: POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER- AHQ/24/FP/BEL/1045</p>
ITB 23.1	<p>For bid <i>submission</i> purposes, the Purchaser's address is:</p> <p>Attention: Chief Procurement Officer</p> <p>Address: Procurement Division, Sri Lanka Air Force Headquarters, Defence Headquarters Complex, P.O. Box 594, Sri Jayewardenepura, Kotte.</p> <p>Telephone: Facsimile number: Telephone + 94112325468 Fax +94112328850/ 2423005</p> <p>Electronic mail address: cpd@slaf.gov.lk, quote@slaf.gov.lk</p> <p>The deadline for the submission of bids is: 10:30Hrs</p> <p>Date: 07.05.2025</p> <p>Time: 10:30Hrs</p>

ITB 26.1	<p>The bid opening shall take place at: Address: LL2 Procurement Division, Sri Lanka Air Force Headquarters, Defence Headquarters Complex, P.O. Box 594, Sri Jayewardenepura, Kotte.</p> <p>Date: 07.05.2025 Time: 10:30Hrs</p>
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E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3(d)	<p>The following factors and methodology will be used for evaluation</p> <ul style="list-style-type: none"> (a) Possession of the necessary authorizations/certificates/ licenses to substantiate the Bidder's eligibility requirements (b) The lowest bidder Price on CIP Basis (c) The highest warranty period offered (Comprehensive warranty) (d) The suppliers past history of completion of Scope of Work of same type component (e) Minimum Delivery period (f) Agreement to the SLAF Payment terms and least delivery period. (g) Past performance for the compliance for the given Scope of Work will be seriously considered during the evaluation and the suppliers who have failed to comply previous orders in time will not be considered for evaluation.
ITB 35.4	Not applicable
ITB 35.5	Not applicable for this tender
ITB 43.1	<p>The Performance security shall be unconditional and irrevocable, in the form of a bank guarantee and for the amount equal to ten percent (10%) of the total contract price. Performance security value shall be reduced to 10% of total contract value at the completion of the POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER by the service provider and after acceptance by the SLAF. The Guarantee shall be advised through any commercial bank approved by central bank of Sri Lanka, operating in Sri Lanka. The validity of the performance security shall be remained further 28 days from the date acceptance of the goods. The value of the bank guarantee shall be USD or SL rupees..... <i>(this should be calculated on the date of approval of bidding doc).</i></p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Post qualification Requirements (ITB 37.2)
5. Domestic Preference (ITB 34.1)

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

- (a) Possession of the necessary authorizations/certificates/ licenses to substantiate the Bidder's eligibility requirements
- (b) The lowest bidder-Price on CIP Basis
- (c) The highest warranty period offered (Comprehensive warranty)
- (d) Minimum Delivery period
- (e) Agreement to the SLAF Payment terms and least delivery period.
- (f) Past performance for the compliance for the given Scope of Work will be seriously considered during the evaluation and the suppliers who have failed to comply previous orders in time will not be considered for evaluation

2. Evaluation Criteria (ITB 35.4)

As indicated in Evaluation Criteria (ITB 35.3 (d))

3. Multiple Contracts (ITB 35.5)

Not applicable for this tender

4. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, 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

Not applicable for this tender

- (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) as mentioned in Section II **Bidding Data Sheet (BDS) ITB 18.1 (a)**

5. Domestic Preference (ITB 34.1)

Not applicable for this tender

Section IV. Bidding Forms

Table of Forms

Bid Submission Form.....	24
Price Schedule:	25
Price and Completion Schedule - Related Services:	
Bid Security (Guarantee).....	26
Bid-Securing Declaration	
Manufacturer's Authorization.....	28

Bid Submission Form

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

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

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

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

We, the undersigned, declare that:

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

Price Schedule

PART I – PRICE SUMMARY

Series No	Item	Cost
a	Bid Currency (Please indicate the currency of the bid)	
b	Cost for the offered component (‘ OHC, SV, Repaired, New ’)	
c	Freight related expenses (Both ways freight from Sri Lanka to Service Provider’s destination and back from Service Provider’s destination to Sri Lanka. Note:- Including all duty taxes at ports except in Sri Lanka	Air
		Sea
d	Insurance	
e	Any other expenses	
f	Special Discount (<i>If applicable</i>)	
g	Total Cost (CFR/CPT/CIF/CIP) (Indicate the current Incoterm) Note:- The Total Cost to be fixed and firm to the Scope of Work given by SLAF	
h	BER charges/ Core charges fee (<i>If applicable</i>) (Minimum amount payable to be intimated if the SLAF unit is declared as BER)	

Date.....

.....
Stamp with Signature of the Bidder

Bid Guarantee

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid-Securing Declaration

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

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

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

*Name of contract -- [insert name]

*Contract Identification N^o----- [insert number]

*Invitation for Bid No. ----- insert number]

*To: ----- [insert the name of the Purchaser]

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 any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three 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 Documents; 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 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 the 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]

Note: This form is not applicable. The bidder is required to submit a valid bid security as specified in the Bidding Data Sheet.

Authorization for the Structure

It is mandatory that the bidder shall submit a F-8130 or approved airworthiness certificate issued by the OEM or Repair Facility that has the approval of following authorities for the offering BELL 206 B III JET RANGER FUSELAGE ASSY. Certificates should be valid during the time of bidding;

- i. FAA (or);
- ii. EASA (or);
- iii. Transport Canada (or);
- iv. Approval of Country's Aviation Authority.

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule.....	N/A
2. List of Related Services and Completion Schedule	N/A
3. Technical Specifications.....	
4.. Drawings	
5. Inspections and Tests.....	

3. Technical Specifications

1. Technical details of the P/N 206-031-001-111 Fuselage Assy

Item	Description	Technical Specifications / Details
a	Helicopter Type	BELL 206 B III Jet Ranger 206B
b	Manufacture's Model	206 B
c	Type Cert	H2SW
d	Prod Cert	100
e	Description (As per the Historical Card)	Fuselage Assy
f	P/No (As per the Historical Card)	206-031-001-111
g	In Lieu Part No	Not available
h	S/No	3499
j	TBO	On Condition
k	TSO	On Condition
l	TSN	21140.30 Hrs
m	Landings	14896 Ldgs
n	Service life	On Condition
p	Date of manufacture	Nov 1981
q	Defect	Structural Damage due to hard landing (Refer Annex 'A')
r	Work to be done (Scope of Work)	Pool exchange to be carried out with minimum conditions mentioned in Part VII
s	OEM Details	M/s Bell Helicopter Textron
t	Location of the aggregate stored	At AEW SLAF Base Kat
<p>Note 1: <i>The bidders who are participating in this tender may request for Pre Bid inspection of the item (if Required). Further additional observations submitted subsequently without inspection will not accepted.</i></p> <p>Note 2: <i>Preference will be given to shortest delivery period and less TSN of incoming item.</i></p>		

2. Respective documents available with the Fuselage Assy and will be dispatched to the **Service Provider** along with the component.

a. Logbook

3. Documents to be updated / provided by the **Service Provider**.

a. Authorized release certificate/ FAA Form 8130-3/ FAA Form 1/ Transport Canada Form / Country's Aviation Authority or FAA Form 8100-2 (8-82) issued to the BELL 206 B III Jet Ranger structure by OEM or approved repair facility.

b. Log book and Historical cards

c. Warranty certificate issued for Fuselage Assy

4. Previous Repair / Overhaul / Demand details (for CPO's information only)

a	Order Number	Not Available
b	Warranty Period	
c	Expiry Date of Warranty Period	

5. OEM Details

M/s Bell Helicopter Textron
P.O. Box 482
Fort Worth, TX 76101
USA.

Phone: 450-437-6201/800-363-8028 (USA/Canada)

Fax: 450-433-0272

E-mail: psemdium@bellhelicopter.textron.com

6. **STRUCTURAL DAMAGE DETAIL**

S/No	Part No	Description	Defect	Replacement or Repair
01	206-050-296-102	Skid tube R/H	Crack	Replaced
02	206-031-301-111	Support installation AFT cross tube	Crack and deformed	Replaced
03	206-020-113-235	Vertical pin assy	Damaged and cracked	Repair critical at bottom
04	206-031-004-115	Tail Boom Assy	Crack and deformed	Replaced/ Repair

PART II - ELIGIBILITY REQUIREMENTS: - The bidders intending to participate in this tender shall comply with the following terms and conditions. Please indicate “Yes” or “No” on the appropriate cage as provided herein. The offers that do not meet these conditions are liable to be rejected. (If any bidder fails to fill the any of the details provided overleaf, although he provide the same in writing with the bid, same will also be accepted)

Series No	Requirement	Compliance		Remarks (If required)
		Yes	No	
a	Availability of valid MOD registration in the appropriate Category as required by the tender conditions (2024)			
b	F-8130 or approved airworthiness certificate issued by the OEM or Repair Facility that has the approval of following authorities for the offering BELL 206 B III JET RANGER FUSELAGE ASSY.			
	(1). Approval of OEM or;			
	(2). Approval of FAA or;			
	(3). Approval of EASA or;			
	(4). Approval of Transport Canada approval or			
	(5). Approval of Country’s Aviation Authority.			
	(6). Any other approval certificates			
c	Past performance in conducting the referred Scope of Work on above Item / Component			
Note: The documents on approval certificates should be submitted along with the quotation. You may name any other documents as appropriate. Failure to submit current approval certificate(s) shall disqualify the bidder from the Tender.				

PART III GENERAL CONDITIONS: - The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied within their bid by ticking whichever is applicable. If any of the cages are not ticked to indicate “Yes” or “No”, it will be considered that your bid is nonresponsive to the particular requirement given below;

Series No	Requirement	Compliance		Remarks (If required)
		Yes	No	
a	Confirm your agreement to deliver the pool exchange unit first and the SLAF core unit will be delivered thereafter.			
b	Agreed to provide validity of the offer as per the tender condition			
c	Agreed with SLAF payment terms			
d	Packing of the items for delivery to SLAF should be according to BS1133 Section 1-22 as applicable or equivalent to ISO/EN or TQ standard			
e	Agreed to provide updated documents mentioned bellow.			
	(1) Updated Log Book.			
	(2) Warranty Certificate.			
	(3) Accomplished ADs /SBs/CEBs/modification list.			
	(4) Details of major repairs and Hard landing			
	(5) Any other documents			
f	Agreed to submit copy of Fuselage Assy Log Book / Historical Records Cards of the components along with the quotation.			
g	Agreed provide photographs of offered item			
h	Agreed provide photographs of Data plate of the offered item			
j	Agreed to perform the complete Scope of Work given in Part I in accordance with the current, manufacture- approved Manual(s)			
k	Agrees to facilitate the inspection of offer Fuselage Assy at the Service Provider’s Facility by SLAF representatives (Two SLAF technical personnel)			
l	Agrees to bear the cost of food, Accommodation, airfare (round trip/return air-ticket), Medical and Internal Transportation for the SLAF representatives during visit to Service Provider’s Facility.			

Date.....

.....
Stamp with Signature of the Bidder

PART IV OTHER CONDITIONS: -

Series No	Requirement	Compliance		Remarks (If required)
		Yes	No	
a	Availability of the bid security by means of Bid Declaration for the foreign purchase and repair tenders when the Total Cost Estimated (TCE) is below USD 25,000.00 (Approximately LKR 7,500,000.00).			
b	Availability of the bid security for foreign purchases/ repair and services tenders when the Total Cost estimate (TCE) is USD 25,000.00 and above (Approximately LKR 7,500,000.00)			
c	Agreement to receive the payment by means of an irrevocable unconfirmed Letter of Credit if the value exceeds USD. 10,000.00			
d	The bidder shall agree to provide a Performance Bond the value exceeding USD 1,650.00 and above (Approximately LKR 500,000.00			
e	Your agreement to enter into a contract with SLAF after awarding the tender if the value exceeds the LKR 500,000.00 (USD 1,650.00)			
f	Agreed to arrange both inbound and outbound freight (Both ways freight from Sri Lanka to Service Provider's facility and return from Service Provider's facility to Sri Lanka)			

PART V – PRICE SCHEDULE: -

Series No	Item	Cost
a	Bid Currency (Please indicate the currency of the bid)	
b	Cost for the offered component (‘ OHC, SV, Repaired, New ’)	
c	Freight related expenses (Both ways freight from Sri Lanka to Service Provider's destination and back from Service Provider's destination to Sri Lanka. Note:- Including all duty taxes at ports except in Sri Lanka	Air
		Sea
d	Insurance	
e	Any other expenses	
f	Special Discount (<i>If applicable</i>)	
g	Total Cost (CFR/CPT/CI/CIP) (Indicate the current Incoterm) Note:- The Total Cost to be fixed and firm to the Scope of Work given by SLAF	
h	BER charges/ Core charges fee (<i>If applicable</i>) (Minimum amount payable to be intimated if the SLAF unit is declared as BER)	

Date.....

.....
Stamp with Signature of the Bidder

PART VI –TECHNICAL & GENERAL DETAILS OF THE OFFERED COMPONENT ON POOL EXCHANGE BASIS: -

Series No	Description	Bidder's response
a	Brand new price of the item (if applicable for cost comparison)	
b	Required condition of the item is ' OHC, SV, Repaired, New '	
c	State Offered item	P/No of the offered items
		S/No of the offered items
		Year of manufacturer of the offered items
		Last overhaul/ Repair or Servicing done date
		TSN
	Name of the Overhaul/ Repair or Servicing plant	
d	OFFERED COMPREHENSIVE WARRANTY PERIOD	<i>Hrs</i>
		<i>Months</i>
	MINIMUM COMPREHENSIVE WARRANTY REQUIRED 1000 HRS / 02 YEARS	
e	Period required to repair/replace of the item on warranty (<i>Counting from the date of receipt of the defective item by the bidder</i>)	
f	Delivery period (<i>Preference will be given to shortest delivery period.</i>)	
g	Requirement of EUC (Yes/No)	
h	Requirement of Export License (Yes/No)	

Date.....

.....
Stamp with Signature of the Bidder

PART VII: MINIMUM REQUIREMENT OF THE OFFERED ITEM BY THE BIDDER (POOL EXCHANGE)

a. The offered item should meet the following conditions.

Description	Offer
Aircraft type	BELL 206 B III Jet Ranger 206B
P/No	206-031-001-111
S/No of the offer	<ul style="list-style-type: none"> S/No of the offer should between S/No 2212 and S/No 3566 Offer should possess a valid Serial No. issued by the OEM
Compatible Engine	RR250C20B
OEM	Manufactured by BHT
Description	Fuselage Assy
Condition	OHC, SV, Repaired, New
Offered Fuselage Assy should be with	Tail Boom (P/No–206-031-004-115 accomplished with post ASB 206-12-129) Tail Pin RH skid tube (P/No 206-320-202) LH skid tube (P/No 206-320-201) AFT cross tube (P/No 206-320-124) FWD cross tube excluding components (P/No 206-320-121)
Offered Fuselage Assy should be	<ul style="list-style-type: none"> Should not be listed as Destroyed in OEM database Should be undergone the structural modifications which have been directed by the manufacturer up to date. Should along with specific Engine Mounting Leg Shims (which is specific by helicopter Serial Number and location) and a copy of the Production Shim Record. Should be installed with Wind Shields. (P/N 206-031-115-033 Windshield Assy LH and P/N 206-030-115-105 Windshield Assy RH). Should be installed with Window Installation Lower. (P/N 206-031-116-109 Window Installation Lower LH and P/N 206-031-116-111 Window Installation Lower RH). Should be installed with Sky Lights. (P/N 206-031-108-033 Sky Light LH and P/N 206-031-108-034 Sky Light RH) Should be installed with Door Assy Crew. (P/N 206-031-500-205 Door Assy Crew LH and P/N 206-031-500-206 Door Assy Crew RH). Should be installed with Doors Assy Passenger (P/N 206-031-501-205 Door Assy Passenger LH and P/N 206-031-501-206 Door Assy Passenger RH) All ASBs, TBs, Modifications should be accomplished up to date issued by OEM and should provide the accomplished ASBs, TBs, Modification details/list or report. In addition following needs to be available with offer <ol style="list-style-type: none"> All the panels for Engine and transmission area Tail rotor Drive Shaft Cover Vertical Fin

	<p>d. Elevator</p> <p>e. Cockpit Instrument Panel with Caution Panel</p> <p>f. All Engine Mounting Legs</p> <p>g. Transmission Mounting Both Link Assy (A frame)</p> <ul style="list-style-type: none"> • Details of major repairs and hard landings are to be provided.
<p>Note : A copy of the approval Certificates of exchanging item are to be forwarded with the quotation.</p>	

Note: Above conditions are related to technical aspect of the Tender. Hence procurement Division is requested to impose other condition with relevant this tender.

PART VI – SPECIAL GUIDELINES RELATED TO THE WORK

Following Guidelines are to be follows while participating in the tender.

Item	Description
a	The Service Provider shall specify all mandatory SBs / modifications (along with the cost) required to be embodied in the Item / Component.
b	All life limited sub components fitted to the Item / Component to be indicated with the remaining life.

Date.....

.....
Stamp with Signature of the Bidder

PART VII GENERAL CONDITIONS: - The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied within their bid by ticking whichever is applicable. If any of the cages are not ticked to indicate “Yes” or “No”, it will be considered that your bid is nonresponsive to the particular requirement given below;

Series No	Requirement	Compliance		Remarks <i>(If required)</i>
		Yes	No	
a	Confirm your agreement to deliver the pool exchange unit first and the SLAF core unit will be delivered thereafter.			
b	Agreed to provide validity of the offer as per the tender condition			
c	If the exchange component is a PMA item, confirm your agreement to submit the copy of the OEM approval along with the item			
d	Packing of the items for delivery to SLAF should be according to BS1133 Section 1-22 as applicable or equivalent to ISO/EN or TQ standard			

Date.....

.....
Stamp with Signature of the Bidder

PART VIII TECHNICAL DOCUMENTATION

1. TECHNICAL DOCUMENTATION		Compliance		Remarks (If required)
		Yes	No	
1.1	All repair work carried out by the agency/service provider be according to OEM/FAA/EASA/Transport Canada instructions /regulations. At the completion of the Pool exchange, the final inspection and acceptance shall be carried out by the Sri Lanka Air Force.			
1.2	A list of Technical Bulletins / Modifications incorporated during the repair /overhaul is to be submitted along with the offered item during pool item. The compliance of bulletins / modifications is to be recorded in English in relevant Log Books/Passports. (If applicable)			
1.3	New Log Books in English are to be introduced if necessary. Both old and new logbooks and documents are to be handed to the Sri Lanka Air Force during Final Acceptance			
2. UNSERVICEABILITY OF FUSELAGE ASSY ACCESSORIES OR COMPONENTS DURING THE WARRANTY PERIOD				
2.1	The Fuselage Assy or any component which becomes unserviceable during the warranty period, successful Bidder shall be required to repair or to replace the same on free of charge basis.			
2.2	The service provider is required to nominate a freight forwarder to undertake the freight for dispatching of unserviceable components to the repair / overhaul plant agency and delivering of serviceable/repaired components back to Sri Lanka Air Force within the period of the warranty and cost should be borne by the service provider.			
2.3	On receipt of the unserviceable component, the supplier will be required to affect repairs and dispatch by air to Colombo within forty-five (45) days. The freight charges will have to be borne by the supplier. For replacement items, delivery is to be within 30 days of notification of such failures.			

Date.....

.....
Stamp with Signature of the Bidder

3	SHIPPING BY AIR / SEA	
3.1	The bidder is to mention the method of transport of the consignment to and from the country of the Bidders service facility	
3.2	<p>The following particulars shall be furnished to the Sri Lanka Air Force by the bidder before the shipment is commenced.</p> <ul style="list-style-type: none"> a. A description of the cargo. b. The number and dimensions of the packages. c. Description of marking. d. The probable date of shipping. e. The port/ports from which the items will be shipped. f. Freight rate quoted for the items. g. Proposed arrival date. 	
3.3	<p>No sooner than the items are ready for shipment, the supplier shall inform the Commander of the Air Force details of sea/air carrier name, number of packages and scheduled shipping date to the address /contact details given in Sri Lanka. At the same time the supplier shall send by airmail, copies of the following documents so as to enable the Commander of the Sri Lanka Air Force to arrange for clearing of the items on arrival.</p> <ul style="list-style-type: none"> a. Three copies of the Invoices. b. Three copies of the clean shipping freight pre-paid bill of Lading/Air way bill c. Three copies of packing particulars which would include the weight and measurements of each package shipped. d. Copy of Warranty Certificate e. Copy of FAA 8130-3 or EASA Form 1 or Transport Canada Form 1 or Approval of Country's Aviation Authority or any other certificates 	

Date.....

.....
Stamp with Signature of the Bidder

4	SEA FREIGHT/ AIR FREIGHT	Compliance		Remarks (If required)
		Yes	No	
4.1	The consignment shall be suitably packed by the successful bidder for Air/Moist tropical ocean shipment in such a manner that it with stands transportation from SLAF Facility to service Providers facility and vice versa. Export packing must be done in the best possible manner to withstand rough handling in transit.			
4.2	Availability and handling of all packing materials including packing containers and trestles etc. is a responsibility of the successful bidder. All the cost on packing and handling should be borne by the bidder			
4.3	Every package shall be marked on each side in the centre with Blue			
	All packages shall be addressed as below Commander of the Air Force, Sri Lanka Air Force Headquarters Defence Headquarters Complex P.O. Box 594 Sri Jayewardenepura Kotte Sri Lanka			
5	WARRANTY			
5.1	The warranty for the products supplied against this contract shall be against any defect in material, workmanship and satisfactory performance as per terms of the warranty which has been specified and agreed upon by the BIDDER in the technical specification of the bid of offered services and item, and shall have no obligation maintained, stored and repair in accordance with the requirements laid down in internationally accepted standards / OEM standards.			
5.2	Warranty shall not be less than 1000 HRS /02 Years which for the Fuselage Assy and its components from the date of final acceptance of the Fuselage Assy in Sri Lanka.			

Date.....

.....
Stamp with Signature of the Bidder

4. Drawings

Helicopter Data Plate



Copy of Helicopter Log Book

Bell Helicopter TEXTRON HELICOPTER LOG

OWNER: _____
REGISTRATION NO. N2187P
MODEL: 206B
MFGS SERIAL: 3499

25 HR. INSP. DUE _____ 100 HR. INSP. DUE @ 100.00 HRS

DATE	TAKOFF		LAND		FLIGHT TIME		NATURE OF FLIGHT AND LOCATION	REPAIRS, ADJUSTMENTS, PARTS REPLACED, REMARKS, SIGNATURE & LICENSE NO.
	HR.	MIN.	HR.	MIN.	BRGT. FWD	MIN.		
11-16-81					7.9		PRODUCTION FLIGHT TEST TIME AT BELL HELICOPTER TEXTRON	I FIND THAT THIS AIRCRAFT MEETS THE REQUIREMENTS FOR THE CERTIFICATION REQUESTED AND HAVE ISSUED <u>Standard</u> NORMAL (FAR 21.183a) AIRWORTHINESS CERTIFICATE DATED <u>NOVEMBER 16, 1981</u> THE NEXT ANNUAL INSPECTION IS DUE <u>NOVEMBER 16, 1982</u> . <u>James Willett DMIR #503</u> AA, F.W. EMO-2042
11-17-81					2.0			

FAR 91.177 ATC TRANSPONDER TEST AND INSPECTION REQUIREMENT COMPLIED WITH IAW FAR 43, PART 43.17
DATE November 16, 1981
SIGNED James Willett PC100
BELL HELICOPTER TEXTRON
P.O. BOX 482, FT WORTH, TX 76101

DAILY INSPECTION AND SERVICE CHECK COMPLETED 11/17/81 W.D. Logg
ASP# 174198 DATE 11-17-81

TOTAL FLIGHT TIME _____

DATE	GROUND TIME		AIR TIME		#1 ENGINE TIME		#2 ENGINE TIME		START CYCLES		REPAIRS, ADJUSTMENTS, PARTS REPLACED	SIGNATURE & LICENSE NO.
	HR.	MIN.	HR.	MIN.	BRGT. FWD	MIN.	HR.	MIN.	#1	#2		
11-16-81					7.9						DAILY INSPECTION AND SERVICE CHECK COMPLETED <u>James Willett</u> ASP# <u>174198</u> DATE <u>11-17-81</u> A/c Times of F to I.H.I Log Book. 22nd Hangar (87 3219 ASP)	
11-17-81					2.0							

TOTAL ENGINE TIME _____

#1 ENGINE SERIAL NO. 0AE-834429
#2 ENGINE SERIAL NO. _____

1981 05388 REV. 924

Copy of Helicopter FAA approval certificate

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION			
STANDARD AIRWORTHINESS CERTIFICATE			
1 NATIONALITY AND REGISTRATION MARKS N2187P	2 MANUFACTURER AND MODEL Bell Helicopter Textron 206B	3 AIRCRAFT SERIAL NUMBER 3499	4 CATEGORY Normal
5 AUTHORITY AND BASIS FOR ISSUANCE This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex B to the Convention on International Civil Aviation, except as noted herein. Exceptions Exemption No. 595B CAR 6.328 Power Boost and Power Operated Control Systems			
6 TERMS AND CONDITIONS Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.			
DATE OF ISSUANCE (R) 10/20/1994	FAA REPRESENTATIVE Richard S. Gordon	DESIGNATION NUMBER SW BTR FSDO	
Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000, or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.			
FAA Form 8100-2 (8-82)		* U.S. G.P.O.: 1988 609-038	

STRUCTURAL DAMAGES

Figure 01

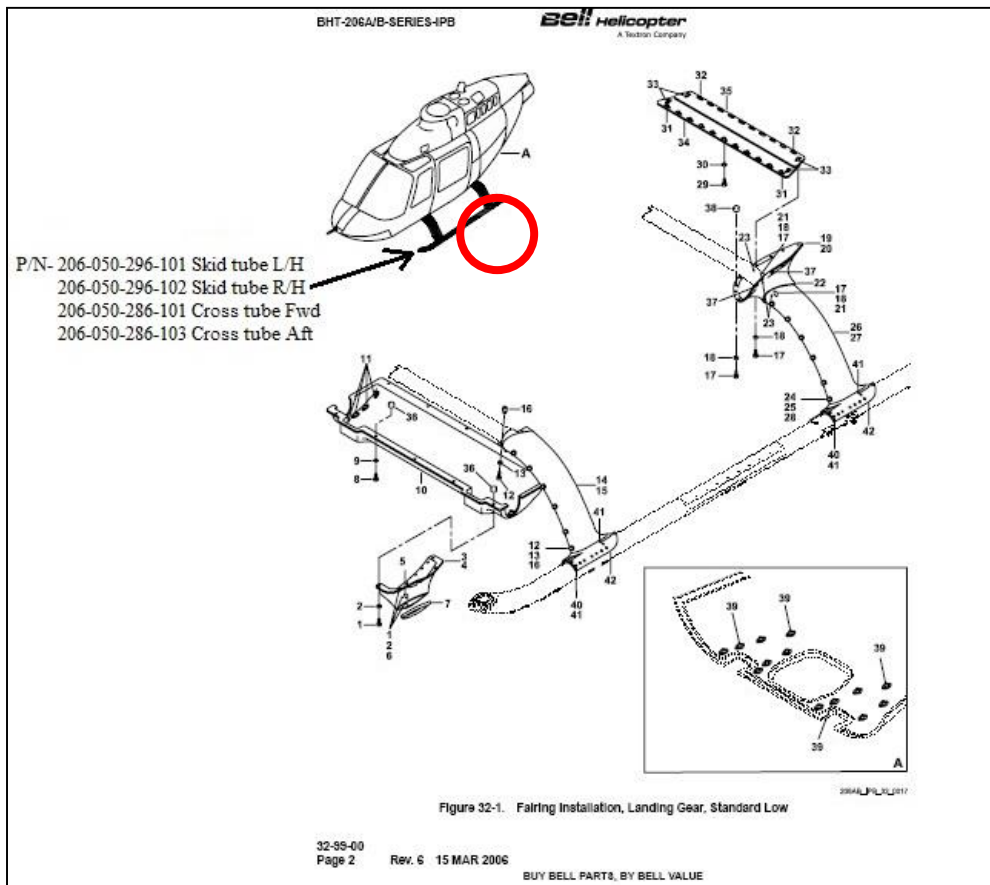
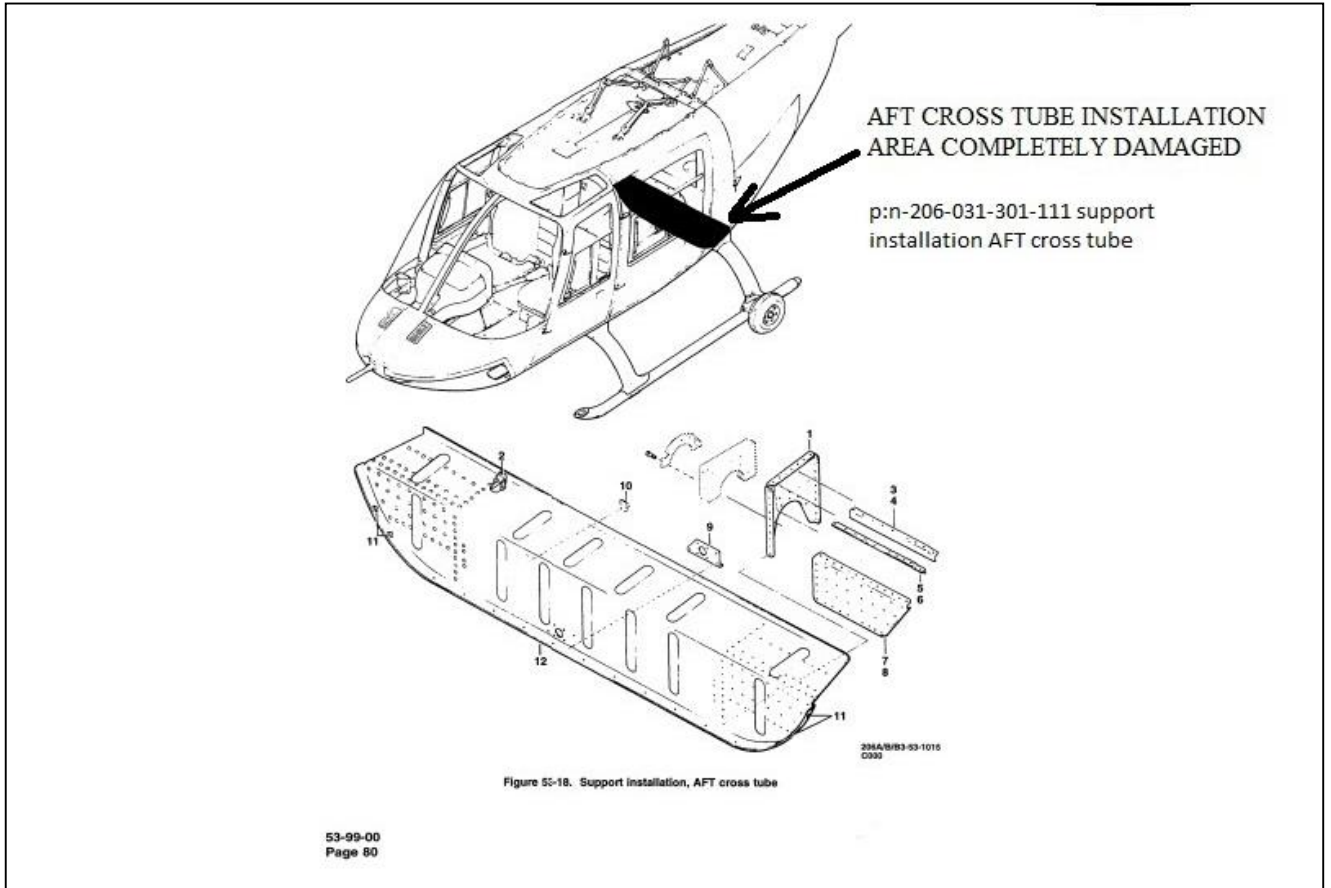
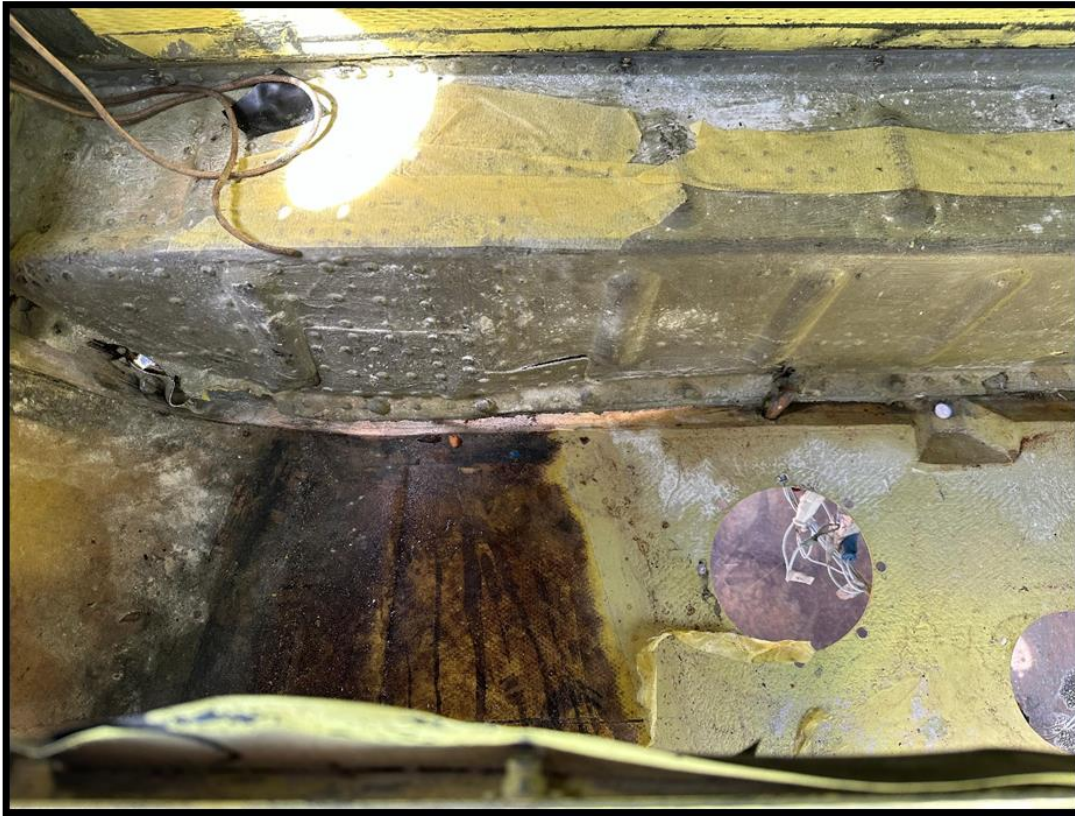


Figure 02



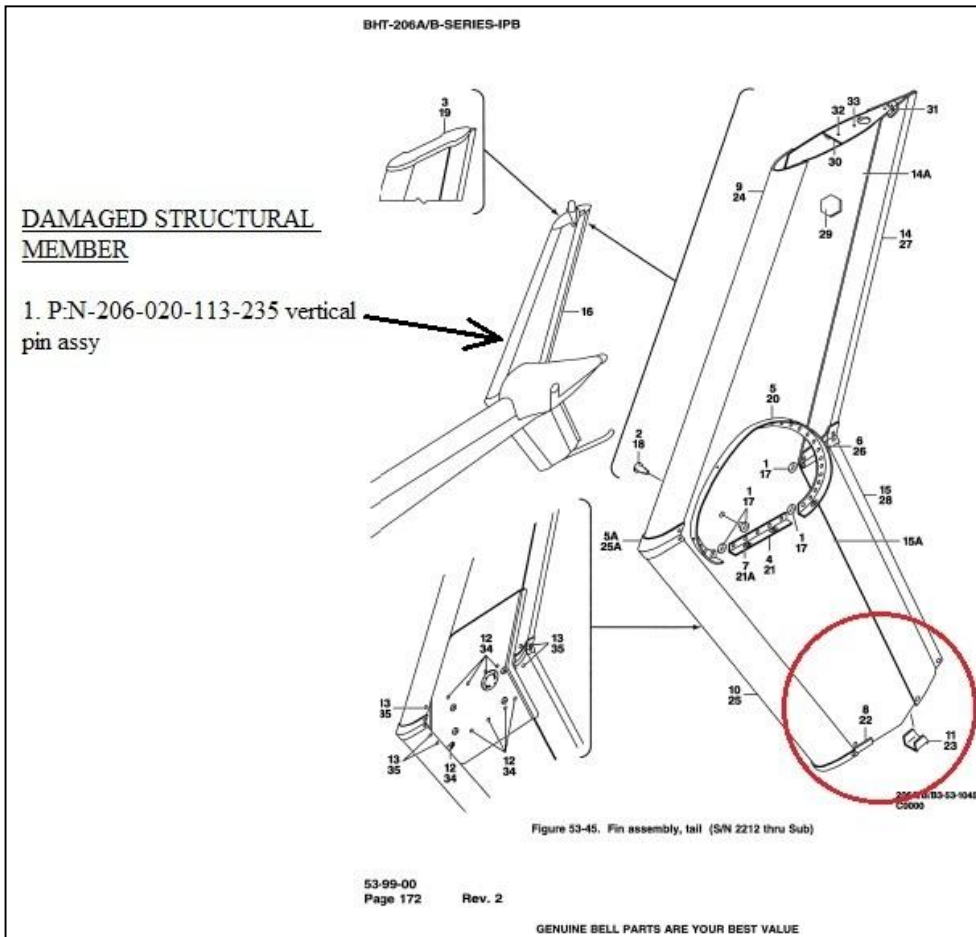
AFT Cross Tube Area

Figure 03



AFT Cross Tube area fuselage inside view

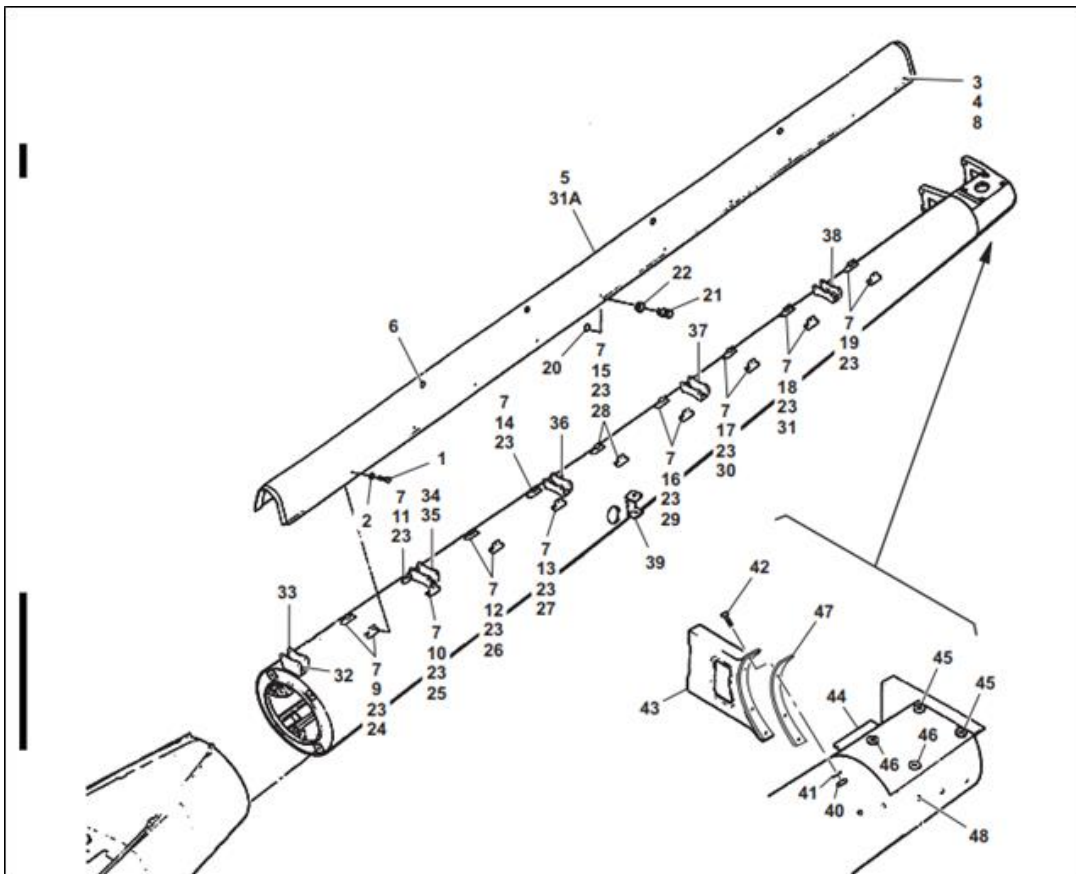
Figure 04



Vertical Fin & Tail Skid Area



Figure 05





Tail Boom Area

4. Inspections and Tests

Bidder should provide following documents along with the item for acceptance by the purchaser.

- a. Commercial Invoice in three (3) originals.
- b. Certificate for updated log books.
- c. Original Warranty Certificate
- d. FAA 8130-3 or EASA Form 1 or Approval of Country's Aviation Authority or Transport Canada Form 1.
- e. Any other approval certificates

Section VI. Conditions of Contract

Table of Clauses

1. Definitions.....	50
2. Contract Documents.....	51
3. Fraud and Corruption	51
4. Interpretation.	51
5. Language.....	52
6. Joint Venture, Consortium or Association.	52
7. Eligibility.....	52
8. Notices.....	52
9. Governing Law.....	53
10. Settlement of Disputes.....	53
11. Scope of Supply	53
12. Delivery and Documents	53
13. Supplier's Responsibilities	53
14. Contract Price.....	53
15. Terms of Payment	54
16. Taxes and Duties	54
17. Performance Security	54
18. Copyright.....	54
19. Confidential Information.	55
20. Subcontracting.....	55
21. Specifications and Standards.....	55
22. Packing and Documents	56
23. Insurance	56
24. Transportation	56
25. Inspections and Tests.....	56
26. Liquidated Damages	57
27. Warranty.....	58
28. Patent Indemnity	58
29. Limitation of Liability.	59

30. Change in Laws and Regulations	60
31. Force Majeure	60
32. Change Orders and Contract Amendments	61
33. Extensions of Time.....	61
34. Termination	62
35. Assignment.....	63

Section VI. Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the Meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “CC” means the Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
 - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption**
- 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice Versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether

Written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents Relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied With applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **Contract Data**. The term “in writing” means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

Vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 The Contract Price, shall be paid as specified in the **Contract Data**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

- 17.1 If required as specified in the **Contract Data**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the **Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall

remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Contract Data**.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Contract Data**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 29. Limitation of Liability** 29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**30. Change in
Laws and
Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Contract Data

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

CC 1.1 (h)	The Purchaser is: Sri Lanka Air Force
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Service providers repair facility
CC 7.1	<p>It is mandatory that the bidder shall submit a F-8130 or approved airworthiness certificate issued by the OEM or Repair Facility that has the approval of following authorities for the offering BELL 206 B III JET RANGER FUSELAGE ASSY. Certificates should be valid during the time of bidding;</p> <ul style="list-style-type: none"> i. FAA (or); ii. EASA (or); iii. Transport Canada (or); iv. Approval of Country's Aviation Authority.
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Chief Procurement Officer</p> <p>Address: Procurement Division, Sri Lanka Air Force Headquarters, Defence Headquarters Complex, P.O. Box 594, Sri Jayewardenepura, Kotte.</p> <p>Telephone: + 94112325468 Facsimile number: +94112328850/ 2423005 Electronic mail address: cpd@slaf.gov.lk, quote@slaf.gov.lk</p>
CC 12.1	<p>Freight related expenses (Both ways freight from Sri Lanka to Service Provider's destination and back from Service Provider's destination to Sri Lanka.</p> <p>Note:- Including all duty taxes at ports except in Sri Lanka</p>

CC 15.1

Sample provision[Select appropriately]

CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

1.0 The following standard payment terms adopted by the SLAF shall be used by the prospective bidders in developing their proposals for the payment terms. The payments will be made through an irrevocable Letter of Credit.

1.1 The payment will be made via an irrevocable unconfirmed Letter of Credit in the amount equal to Total Contract Price, established in favour of the Service Provider. The Letter of Credit shall be issued by People’s Bank and established with the agent of the People’s Bank in the country of the Service Provider and advised through any Bank in the country of the Service Provider and approved by the Service Provider. If the Service Provider so wishes, the Letter of Credit can be confirmed at the Service Provider’s own expense.

1.2 The Letter of Credit established for the Total Contract Price will be payable as follows;

1.2.1 Sixty percent (60%) of the Total cost for complying of, scope of work as required by the Service Recipient shall be paid to the Service Provider at sight upon presentation of the following documents stipulated under the letter of credit and provided further that the documents so prescribed are in conformity with this contract.

- a. Commercial Invoice in three (3) originals for the amount of Sixty Percent (60%) value of the total cost of the Pool Exchange.
- b. Clean bill of lading/ Airway bill.
- c. Packing list.
- d. Certificate of compliances (C.O.C).
- e. Copy of Warranty certificate.
- f. Insurance certificates.
- g. Copy of FAA 8130-3 or EASA Form 1 or Approval of Country’s Aviation Authority or Transport Canada Form 1.
- h. Copy of any other approval certificates

1.2.2 Balance amount of forty percent (40%) of Total Contract Price, being **United States Dollars (USD) xxxxxxxx.00 (United States Dollars xxxx Only)**, shall be paid to the SERVICE PROVIDER upon the delivery of the power section and presentation of the following documents by the SERVICE PROVIDER as mentioned below,

- a. Commercial Invoice in three (3) originals.
- b. Certificate of acceptance.
- c. Certificate of conformity to Quality and Quality certificate issued by the quality inspectors of the Service Provider’s facility.
- d. Certificate for updated log books.
- e. Original Warranty Certificate

	<p>f. Original FAA 8130-3 or EASA Form 1 or Approval of Country's Aviation Authority or Transport Canada</p> <p>g. Copy of any other approval certificates</p> <p>1.3 Payments shall be performed through the Service Provider's Bank nominated by the Service Provider.</p> <p>1.4 All expenses, connected with opening of the Letter of Credit shall be borne by the Service Recipient. The Letter of Credit shall be opened by the Service Recipient's Bank. This Letter of Credit shall be valid for a reasonable period to make the payments to the Service Provider.</p> <p>1.5 The Letter of Credit, issued under this Contract, shall be subject to Uniform Customs and Practice for Documentary Credits, ICC Publication 600 and Incoterms 2020.</p> <p>1.6 The Letter of Credit will be operative only upon receipt of the Performance Security from the Service Provider.</p> <p>1.7 All banking charges incurred outside Sri Lanka shall be borne by the Service Provider, and those incurred in the Service Recipient's country shall be borne by the Service Recipient.</p> <p>1.8 In case of that the Letter of Credit requires to be extended, if the cause of extension of Letter Of Credit lies with the Service Provider, the expense associated there of shall be borne by the Service Provider and in case the cause of extension of Letter of Credit lies with the Service Recipient, the expense associated thereof will be borne by the Service Recipient. In case the cause of extension of Letter of Credit cannot be attributed to either party, the expenses of extension of the Letter of Credit shall be borne by both parties equally.</p>
CC 16	<p>All the prospective bidders should indicate the Agreement / Disagreement for following clauses.</p> <p>a. The bidders are liable for income taxes in Sri Lanka for the services they provided. The applicable tax rate will vary from 0%-14% of the order value depending on the service provider's country, the Double Tax Avoidance Agreement (DTAA) available within the service provider's country and Sri Lanka, and the nature of the service provided. (Agree / Not Agree).</p> <p>b. The bidders are to intimate the acceptance for deduction of income taxes and unwilling if any, will be liable for rejection. (Agree / Not Agree).</p>

CC 17.1	A Performance Security shall not be required and performance bond shall required
CC 25.1	The inspections and tests shall be carried out accordance with SLAF AIS procedure
CC 25.2	The Inspections and tests shall be conducted at ASD, SLAF base Katunayake
CC 26.1	The liquidated damages shall be one-tenth (1/10) of one percent (1%) of the total cost of the delayed goods or service for every day of delay
CC 26.1	The maximum amount of liquidated damage shall be 10 %

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement	71
2. Performance Security	73
3. Bank Guarantee for Advance Payment.....	74

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) *Sri Lanka Air Force*, POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER of *Sri Lanka Air Force* and having its principal place of business at Procurement Division, Sri Lanka Air Force Headquarters, Defence Headquarters Complex, P.O. Box 594, Sri Jayewardenepura, Kotte. (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (Hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., POOL EXCHANGE OF FUSELAGE ASSY FOR BELL 206 B III JET RANGER HELICOPTER and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

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

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

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

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

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)]

3. Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[issuing agency's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁵⁰ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵¹]*.

[signature (s) of authorized representative(s) of the issuing agency]

⁵⁰ The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁵¹ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Invitation for Bids (IFB)

Note: Given below is a sample form that can be used in inviting bids for procuring of goods. All the information given is not relevant for each procurement. The Purchaser is required to select only the applicable information or modify such information to suit. The information marked as “” is required only for procurement funded by a foreign funding agency.*

[insert: name of Procuring Entity (if relevant name of Ministry)]

*[insert: name of Project] - [insert: loan / credit number]**

[insert: Title of Contract & Contract (Bid) Number]

1. * The Democratic Socialist Republic of Sri Lanka *[has received/has applied for/intends to apply for]* a *[loan/credit]* from the *[insert name of the foreign funding Agency]* toward the cost of *[insert name of Project]*, and it intends to apply part of the proceeds of this *[loan/credit]* to payments under the Contract for *[insert name/no. of Contract]**
2. The Chairman *[insert CAPC/MPC/DPC/PPC as appropriate]* on behalf of the *[insert name of Procuring Entity]* now invites sealed bids from eligible and qualified bidders for *[insert brief description of the Goods to be procured]*.
[A brief description of the type(s) of Goods should be provided, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation Bidders specific experience or capabilities require should also be included in this paragraph. The delivery period is [insert no. of days/months/years or dates also should be inserted].
4. Bidding will be conducted through *[insert the method of procurement]*
5. Interested eligible bidders may obtain further information from *[insert name of Procuring Entity; insert name and e-mail of officer in charge]* and inspect the Bidding Documents at the address given below *[state address at end of this ITB]* from *[insert office hours]*.⁶
6. Qualifications requirements include: *[insert a list of key technical, financial, legal and other requirements]*. A margin of preference for eligible locally produced goods offered *[insert “shall” or “shall not” be applied, as appropriate]*. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below *[state address at the end of this ITB]* and upon payment of a non-refundable fee *[insert amount of currency in Rupees]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment]*.
8. Bids must be delivered to the address below *[state address at the end of this ITB]* at or before *[insert time and date]*. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend in person or on-line at the address below *[state address at end of this ITB]* at *[insert time and date]*. All bids must be accompanied by a *[insert as appropriate, either “Bid Security Declaration” or “Bid-Security,” of (insert amount in local currency or an equivalent amount in a freely convertible currency)]*
9. The address(es) referred to above is(are): *[insert de tailed address(es) including Name of the Procuring Entity, designation, name of Officer, address, fax number etc.*

1. A brief description of the type(s) of Goods or Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.

2. *[Insert: “the delivery/installation period is [insert no. of days/months/years or dates”].*

3. For example, 09.00AM to 5.00 PM.

4. The fee, should defray the printing and mailing/shipping costs; it should not deter competition.

5. The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.

6. The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening

Acceptable Format for Bid Guarantee

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

.....
..... [Issuing Agency’s Name, and Address of issuing Branch or Office].....

*Beneficiary: Commander of the Air Force, Sri Lanka Air Force Headquarters, P.O. Box 594, Defence Headquarters Complex, Sri Jayewardenepura [Name and Address of Employer]

Date:

Bid Guarantee No:

We have been informed that [name of Supplier] (hereinafter called “the Supplier”) has entered into File No. **AHQ/24/PUB/MT/1011** (reference number of the tender] 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 (Bank Name) [Name of Agency]

Hereby irrevocably undertake to pay you any 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.

[Signature]

INVITATION FOR BIDS



SRI LANKA AIR FORCE

1. The Chairman, Department Procurement Committee (DPC) of the Sri Lanka Air Force (SLAF), invites sealed bids for following tenders:

S/No	Procurement Identification Number	Tender Description	Pre Bid Meeting	Bid Security Validity Period and Value	Last Date of Issuing of Bidding Documents	Non Refundable Fee (Rs.)	Bid Closing / Opening	Procurement Method
01	AHQ/24/FP/B EL/1045	Pool Exchange of Fuselage Assy for Bell 206 B Jet Ranger III Helicopter	02 April 2025 at 1000 hrs	30 September 2025 Rs.495,000.00	06 May 2025	12,500.00	07 May 2025 at 1030 hrs	ICB

2. Bids will be invited under National Competitive Bidding (NCB) (Sri Lankan firms only) and International Competitive Bidding (ICB) (open to international bidders) as mentioned in the above chart.

3. A complete set of **Bidding Documents** in the English language may be inspected on the Sri Lanka Air Force website, www.airforce.lk, or reviewed free of charge from **24 March 2025** until the last date for issuing Bidding Documents (between **0900 hrs and 1500 hrs**) by submitting a written request to the Chief Procurement Officer at the address below. Documents can also be purchased from the Procurement Division at the SLAF Headquarters upon payment of the **non-refundable fee** indicated in para 1 above, in cash to the **Shroff located at LL2 Floor of the address given** below. Bids sent via email, fax, or any digital platform will be rejected.

4. **Sealed bids** (marked envelopes with 'Tender [Procurement ID] – [Tender Description]) **in duplicate** must be submitted before the closing time to:

**The Chairman Department Procurement Committee
SLAF Headquarters
P.O. Box 594
Defence Headquarters Complex
Sri Jayewardenepura Kotte
Sri Lanka**

5. A **pre-bid meeting** will be held on 02 April 2025, at the time shown in para 1 and at the address provided above.

6. **For further information, contact:**

Chief Procurement Officer: +94112347660 / **Email.** cpd@slaf.gov.lk
Staff Officer Procurement (Tender): +94 77-2229073 / **Email.** acpot@slaf.gov.lk