



**SRI LANKA AIR FORCE**  
**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**BIDDING DOCUMENT**  
**(International Competitive Bidding)**

**UPGRADATION OF B-200 (SMR 843) BEECHCRAFT AVIONICS PACKAGE IN TO G -1000  
NXi AVIONICS PACKAGE**

**TENDER IDENTIFICATION NUMBER: AHQ/25/FR/AVN/1005**

**INVITATION FOR BIDS (IFB)  
SRI LANKA AIR FORCE**

**UPGRADATION OF B-200 (SMR 843) BEECHCRAFT AVIONICS PACKAGE IN TO  
G -1000 NXi AVIONICS PACKAGE**

1. The Chairman, Department Procurement Committee (DPC) of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders in Sri Lanka, or abroad for the “**UPGRADATION OF B-200 (SMR 843) BEECHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE**” Details of the Procurement as follows;

| S/No | Procurement Identification Number | Description   | Bid Security Period & Value                           | Last Date of Issuing of Bidding Documents | Non Refundable Fee (Rs.) | Date and time of Bid closing / opening |
|------|-----------------------------------|---|---|---|--------------------------|--|
| 01   | AHQ/25/FR/AVN/1005                | Upgradation of Avionics Package of B - 200 aircraft in to G - 1000NXi avionics system | 24 <sup>th</sup> November 2026<br>Rs.<br>3,000,000.00 | 01 <sup>st</sup> June 2026                | 35,000.00                | 02 <sup>nd</sup> June 2026 at 1030 hrs |

2. Bidding will be conducted through **International Competitive Bidding (ICB)** method.

3. The complete set of Bidding Documents in English language could be inspected by the interested bidders from the [www.airforce.lk](http://www.airforce.lk), the website of the Sri Lanka Air Force or could inspect free of charge from **01<sup>st</sup> June 2026** until the last date of issuing of Bidding Documents (**Between 0900 hrs to 1500 hrs**) by forwarding written requests to the address mentioned at Para 7 below. The Bidding Documents can be purchased from the Tender Section of the Procurement Division, between **0900 hrs to 1500 hrs** on every working day with effect from **20<sup>th</sup> April 2026** after paying the Non-refundable fee indicated against procurement mentioned at para 1 above, to the Shroff at **LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura**. The last date of issuing of the Bidding Documents is tabulated in para 1 above. The original receipt obtained from the shroff at Sri Lanka Air Force for the payment of Non-refundable fee is to be attached to the bid. A bid without the receipt for the payment of the Non-refundable fee will be considered as an invalid bid.

4. The sealed bids in **duplicate**, shall be addressed to “**The Chairman, Departmental Procurement Committee, Sri Lanka Air Force**” and may be either dispatched by registered post or deposited in the Tender Box at the **Main Guard Room (Western Gate) of Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura** well before the closing time. Electronic bidding will not be permitted. Late bids will not be accepted. Bids will be opened at the **Bid Opening Room, LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura**, soon after closing the bid

5. Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employees. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

6. All prospective bidders shall submit a bid security either by an irrevocable and unconditional Bid Bond en-cashable upon the first written demand for the value and the period mentioned in above para 1. Bid Security shall be advised through a REPUTED BANK IN SRI LANKA with a counter guarantee and it should be addressed to the “**Commander of the Air Force**”. A sample copy of a bid security guarantees appeared in the Government Procurement Guideline – 2024.

7. Interested eligible bidders may obtain further information from the **Chief Procurement Officer (Tel. 011-2347694) or Staff Officer Procurement (Tenders) (Tel. 011-2495495, Extension 12915 Fax: 011- 2441553)** or by forwarding written requests to the address mentioned below;

**TP SAMADASA**

Group Captain

Acting Chief Procurement Officer

Sri Lanka Air Force Headquarters

P.O Box 594

Defence Headquarters Complex,

Sri Jayewardenapura

Kotte

Tel: 011 2347694

Fax: 011 2347694/2441554

Email: [cpd@slaf.gov.lk](mailto:cpd@slaf.gov.lk)

**RMNS RATHNAYAKE**

Wing Commander

Staff Officer Procurement (Tenders)

Sri Lanka Air Force Headquarters

P.O Box 594

Defence Headquarters Complex,

Sri Jayewardenapura

Kotte

Tel: 011 2441044 (Ex 12915)

Fax: 011 2441553

Email: [acpot@slaf.gov.lk](mailto:acpot@slaf.gov.lk)

**PPRN PEIRIS**

Squadron Leader

Assistant Staff Officer Procurement (Tenders)

Sri Lanka Air Force Headquarters

P.O Box 594

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Tel: 011 2441044 (Ex 12916)

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**SECTION I**  
**INSTRUCTIONS TO BIDDERS (ITB)**

## 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. | <b>Scope of Bid</b>                 | <p>1.1 The Purchaser <b>indicated in the Bidding Data Sheet (BDS)</b>, 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 <b>specified in the BDS</b>. The name, identification, and number of lots (individual contracts), if any, are <b>provided in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents</p> <p style="padding-left: 20px;">(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;</p> <p style="padding-left: 20px;">(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p style="padding-left: 20px;">(c) “day” means calendar day.</p>  |
| 2. | <b>Source of Funds</b>              | <p>2.1 Payments under this contract will be financed by the source <b>specified in the BDS</b>.</p>  |
| 3. | <b>Ethics, Fraud and Corruption</b> | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"> <li>▪ Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>▪ 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.</li> </ul> <p>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</p> |

- (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 IT B 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](http://www.npa.gov.lk) .

- 4.4 Foreign Bidder may submit a bid only if so stated **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. **Section 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 IT B 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** 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:

- of the Bidder**
- (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 criteria 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](http://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 th

**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 are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
  - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the 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. Non-conformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in

the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

**31. Preliminary Examination of Bids**

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

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1 :
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

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

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

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

- 33. Conversion to Single Currency** 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies 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 followings:
- (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 whichever is higher and without

any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 41. Notification of Award**
- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 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.

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

21 April 2026

**SECTION II**  
**BIDDING DATA SHEET (BDS)**

### 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 the Commander of the Sri Lanka Air Force  |
| ITB 1.1                                 | <p>The name and identification number of the Contract are:</p> <p><b>UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE</b></p> <p>Tender reference: (AHQ/25/FR/AVN/1005)</p>  |
| ITB 2.1                                 | The source of funding is The Government of the Democratic Socialist Republic of Sri Lanka (GOSL).  |
| ITB 4.4                                 | Foreign BIDDERS <i>are allowed to participate in bidding.</i>  |
| ITB 5.1                                 | The Goods supplied shall be complied with the internationally accepted Civil Aviation Standards as per the ITB clause 17.1.  |
| <b>B. Contents of Bidding Documents</b> |  |
| ITB 7.1                                 | <p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Chief Procurement Officer</p> <p>Address : Procurement Division,<br/>Sri Lanka Air Force Headquarters<br/>Defence Headquarters Complex<br/>P.O. Box 594<br/>Sri Jayewardenepura<br/>Kotte</p> <p>Telephone : +94112328850</p> <p>Facsimile number : +94112328850/ 2342572</p> <p>Electronic mail address : cpd@slaf.gov.lk, quote@slaf.gov.lk</p> |
| <b>C. Preparation of Bids</b>           |  |
| ITB 13.1                                | Alternative bids <b>shall not be</b> considered.   |

|                     |   |
|---------------------|---|
| <b>ITB 14.3</b>     | The goods supplied in this tender to be considered as one lot/package. Partial offers will not be considered.   |
| <b>ITB 14.4</b>     | <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 depending upon the agreements of interstates.</p> <p>b. If any, the bidders are to be intimated the condition and justification for rejection of above term in Section V Schedule of Requirements, Technical Specifications.</p> |
| <b>ITB 15.1</b>     | The bidder shall quote in either United States Dollar or Euro currencies.   |
| <b>ITB 17.3</b>     | <p>Period of time the service is expected to be functioning:<br/> <b>Upgradation of B-200 (SMR 843) Beechcraft Avionics package in to G -1000 NXi Avionics Package</b> should be carried out within 180 days from the date of signing the contract.</p>   |
| <b>ITB 18.1 (b)</b> | A competent avionics specialist technician should be assigned to assist faults of the aircraft during warranty period ( <b>Two years</b> ) (Field Maintenance Support) and should be made available in Sri Lanka <b>till completion of warranty (Two years)</b> after the avionics upgradation and cost should be borne by the service provider.  |
| <b>ITB 19.1</b>     | The period of bid validity shall be valid until 28 <sup>th</sup> September 2026 with effective from the date of opening of the bids.  |
| <b>ITB 20.1</b>     | Bid shall include a Bid Security. The bid security shall be an unconditional on demand bank guarantee issued by a bank approved by the Central Bank of Sri Lanka in the format given in Section IV Bidding Forms.   |
| <b>ITB 20.2</b>     | The amount of the Bid Security shall be in Sri Lankan Rupees (LKR) 3,000,000.00   |
| <b>ITB 21.1</b>     | In addition to the original of the bid, the number of copies is: <b>one</b>   |
|                     | <b>D. Submission and Opening of Bids</b>  |
| <b>ITB 22.2(c)</b>  | The Bids should be submitted in duplicate and in separate sealed envelopes with marking of duplicate and original. The top left-hand corner of the envelope should be marked with the bid reference number, date and time of closing as stipulated overleaf. The bids may either be sent by post, or be deposited in the tender box through the local representative which is at the main guard room Air Force Headquarters.  |
| <b>ITB 23.1</b>     | <p>For bid submission purposes, the Purchaser's address is:</p> <p><b>Attention:</b> Chief Procurement Officer</p> <p><b>Address :</b> Procurement Division,<br/>Sri Lanka Air Force Headquarters<br/>P.O. Box 594</p>  |

|                    |   |
|--------------------|---|
|                    | <p>Headquarters Complex<br/>Sri Jayewardenepura<br/>Kotte<br/>Sri Lanka</p> <p>The deadline for the submission of bids is: Date : 02<sup>nd</sup> June 2026 Time : 1030 hrs</p>   |
| <b>ITB 26.1</b>    | <p>The bid opening shall take place at :</p> <p><b>Address;</b> Procurement Division,<br/>Sri Lanka Air Force Headquarters<br/>P.O. Box 594<br/>Defence Headquarters Complex<br/>Sri Jayewardenepura<br/>Kotte<br/>Sri Lanka</p> <p>Date : 02<sup>nd</sup> June 2026 2026<br/>Time : 1030 Hrs</p>   |
|                    | <b>E. Evaluation and Comparison of Bids</b>   |
| <b>ITB 34.1</b>    | Domestic Preference “ <b>Shall Not</b> ” be a bid evaluation factor.  |
| <b>ITB 35.3(d)</b> | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Not applicable</p> <p>(b) Deviation in payment schedule: Yes, as specified in Section III, Evaluation and Qualification Criteria</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service:</p> |
| <b>ITB 35.4</b>    | <p>The following factors and methodology will be used for evaluation:</p> <p>Follow as per Section III. Evaluation and Qualification Criteria Para 2 Sub Para b</p>   |
| <b>ITB 35.5</b>    | Partial offers will not be considered for the evaluation.   |

**SECTION III  
EVALUATION AND QUALIFICATION CRITERIA**

### **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. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

### Section III. Evaluation and Qualification Criteria

---

#### 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) **Delivery schedule:** Not applicable for this tender.
- (b) **Deviation in payment schedule:** Bidder shall state their bid price for the payment schedule outlined in the Contact Data. Bids shall be evaluated on the basis of this Base Price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outline in Contact Data
- (c) **Cost of major replacement components, mandatory spare parts, and service:** Not applicable for this tender.
- (d) **Specific additional criteria:** Not applicable for this tender.

#### 2. Evaluation Criteria (ITB 35.4)

a) The service provider should submit the approval certificates certified by the Textron Aviation (OEM), Certificates should be valid during the time of bidding. If required, the all interested bidders who have obtained bidding documents are allowed to inspect the B-200 Beechcraft at No 3 Maritime Sqn Sri Lanka Air Force China Bay Trincomalee, No 2 Sqn Sri Lanka Air Force Base Katunayake or at No 8 Sqn Sri Lanka Air Force Base Rathmalana (whatever the location specified by the SLAF at the time of pre-bid inspection) within 14 days from bidding opening date between 0900 hrs to 1500 hrs on every working day.

b) Work plan and methodology:

Pre-bid inspection of the aircraft to be carried out at a facility specified by the SLAF. (at No 3 Maritime Sqn, Sri Lanka Air Force, China Bay, Trincomalee, No 2 Sqn, Sri Lanka Air Force Base, Katunayake or No 8 Sqn, Sri Lanka Air Force Base, Ratmalana)

- i. Bidder should submit the work plan and methodology in particular timeframe as per the Schedule D – Work plan and methodology in Section IV Bidding Forms, Qualification Information.

**3. Multiple Contracts (ITB 35.5)**

Not Applicable.

**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) Experience and Technical Capacity

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

- i. Section IV Bidding Forms-Qualification Information

**SECTION IV**  
**BIDDING FORMS**

**Section IV. Bidding Forms**

**Table of Forms**

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| Price and Completion Schedule - Related Services ..... | 34 |
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| Bid-Securing Declaration .....                         | 36 |
| Manufacturer’s Authorization .....                     | 37 |
| Qualification Information.....                         | 38 |

**Bid Submission Form**

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

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

No.: [insert number of bidding process]

To: Commander of the Sri Lanka Air Force

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services;

**UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE**

- (c) The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered is: [insert the total bid price in words and figures];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement 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**

Submit according to the Section IV Bidding Forms, Price and Completion Schedule -  
Related Services

**Price and Completion Schedule - Related Services**

| 1             | 2   | 3            | 4   | 5                              | 6  | 7                     | 8                                       | 9                         | 10   | 11                        | 12   | 13  | 14                | 15 |
|---------------|---|--------------|---|--------------------------------|--|-----------------------|---|---------------------------|--|---------------------------|--|---|-------------------|----|
|               | Goods and related Services offered  |              |   |                                |  |                       |   |                           |  |                           | Goods to be imported and supply (if allowed in this bidding) |   |                   |    |
|               | <b>A</b>  |              |   |                                |  |                       |   |                           |  |                           | <b>B (Not Relevant in this Bid)</b>                          |   |                   |    |
| Line Item No. | Description of Goods or related services  | Qty And Unit | Unit price (inclusive of duties, sales and other taxes) | Price per line item (Col. 3x4) | Cost for services (if any to be specified) | Freight and Insurance | Total Price (CIF) USD/ EURO (Col 5+6+7) | Discount If any USD/ EURO | Total Price including the Discount USD/ EURO | Unit price (foreign cost) | foreign cost per line item (Col. 3x12)                       | All related costs to deliver t to their final destination incl duties, sales and other taxes Transportation, insurance. Excluding VAT |                   |    |
| LOT A         |   |              |   |                                |  |                       |   |                           |  | Amount                    | Currency   | Amount  | Sri Lankan Rupees |    |
| 1             | <b>Upgradation of B-200 (SMR 843) Beechcraft Avionics package in to G-1000 NXi Avionics Package</b> | Ea 01        |   |                                |  |                       |   |                           |  |                           |  |   |                   |    |
| Total         |   |              |   |                                |  |                       |   |                           |  | Total                     |  |   |                   |    |
|               |   |              |   |                                |  |                       |   |                           |  |                           |  |   |                   |    |

Bidders Signature and Company seal



**Bid-Securing Declaration**

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

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

Name of contract: **UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE**

\*Contract Identification N<sup>o</sup>: -----[insert number]

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

To: - Commander of the Sri Lanka Air Force

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]

Section VI. Schedule of Requirements

**Manufacturer’s Authorization**

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

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

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

**WHEREAS**

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

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

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

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

Title: [insert title]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Qualification Information**

Details of technical capacity of the **UPGRADATION OF B-200 (SMR 843) BEECHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE** facility and available authorizations

a. Information on similar contracts performed in the last five (5) years and any other valid documentary evidence to substantiate bidder’s experience, on-going projects, qualifications, facilities available to perform the Contract and Audited financial statements to ascertain the financial viability.

**Schedule A –Experience of Upgradation of G-1000NXi avionics package Air Force or variants during last Five (05) years.**

| <b>Period</b> | <b>Employer</b> | <b>B-200 Aircraft</b> | <b>Description of Work</b> |
|---------------|-----------------|-----------------------|----------------------------|
|               |                 |                       |                            |
|               |                 |                       |                            |
|               |                 |                       |                            |
|               |                 |                       |                            |
|               |                 |                       |                            |
|               |                 |                       |                            |

**Schedule B – Equipment and technical capability of the upgrade plant**  
 [If requested under ITB clause 20.3 only]

*Brief description on the equipment and technical capability of the Repair and Overhaul/upgrade plant is to be mentioned. Bidder may attach any booklets, brochures and certificates of quality systems and managements etc.*

**Schedule C – Client’s reference**  
 [If requested under ITB clause 20.3 only]

**ATTACH THE CERTIFICATES GIVEN BY THE CLIENTS, MAKING REFERENCES ON THE SERVICES EXECUTED BY BIDDER**

**Schedule D – Work plan and methodology**

Sheet 1 of .....

Should respond to all the requirements given in the Service recipient's requirements

**SECTION V  
SCHEDULE OF REQUIREMENTS**

**Section V. Schedule of Requirements**

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2. List of Related Services and Completion Schedule ..... 44

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**Notes for Schedule of Requirements**

Submit the details of schedule for completion of service according to the List of Related Services and Completion Schedule

### 1. List of Goods and Delivery Schedule

| Line Item N° | Description of Goods   | Quantity | unit | Final (Project Site)<br>Destination as specified in BDS   | Delivery Date  |
|--------------|--|----------|------|---|--|
|              |  |          |      |   | Bidder's offered<br>Delivery date [to be provided by the bidder] |
| 01           | <b>Upgradation of B-200 (SMR - 843) Beechcraft Avionics package in to G -1000 NXi Avionics Package</b> | 01       | Ea   | The Selected bidder must agree to complete the avionics upgradation at the specified location either in Sri Lanka or in an overseas facility (Selected bidder should decide after inspection) | Within 180 Days from the date of signing the contract.           |

1. applicable only if delivery is considered for evaluation. If not only one column "Delivery Date" duly filled by the Purchaser is required.
2. Refer ITB 17.3 and list accordingly

## 2. List of Related Services and Completion Schedule

| Service | Description of Service   | Quantity | Unit | Place where Services shall be performed   | Final Completion Date(s) of Services                   |
|---------|--|----------|------|---|--|
| 01      | <b>Upgradation of B-200 (SMR-843) Beechcraft Avionics PACKAGE in to G -1000 NXi Avionics Package</b> | 01       | Ea   | The Selected bidder must agree to complete the avionics upgradation at the specified location either in Sri Lanka or in an overseas facility (Selected bidder should decide after inspection) | Within 180 Days from the date of signing the contract. |

### 3. Technical Specifications

#### 3.1 TECHNICAL SPECIFICATION FOR G 1000NXi AVIONICS UPGRADATION OF B - 200 AIRCRAFT

| S/No | Description  | Existing System |     | Preferable System  |              |
|------|--|-----------------|-----|--|--------------|
|      |  | Model           | Qty | Model  | Qty          |
| 01   | Intercom System<br>(With compatible Headsets x 06) | M-438           | 02  | GMA 1360D or as specified in G-1000 NXi package.             | 02           |
| 02   | HF Communication System                            | HF-230          | 01  | HF 9000 is preferred.  | 01           |
| 03   | VHF Communication System                           | VHF-422A        | 01  | GIA-64E (Integrated Avionics Unit (IAU))                     | 02           |
|      | VHF Communication System                           | VHF-22B         | 01  |  |              |
| 04   | NAV System   | VIR-32          | 02  | GIA 64E  | 02           |
| 05   | DME System   | DME 42          | 02  | The Availability of DME is to be mentioned in the quotation. | 01           |
| 06   | ADF System   | ADF-60A         | 01  | Availability must be specified in the quotation.             | 01           |
| 07   | Weather Radar                                      | WXT-250B        | 01  | GWX-75   | 01           |
| 08   | Radio Altimeter                                    | ALT-50A         | 01  | GRA 5500   | 01           |
| 09   | GNSS   | GNSS            | 01  | GIA-64E  | As required, |

|    |  |                |    |  |                      |
|----|--|----------------|----|--|----------------------|
|    | System                                 | 175            |    |  | Min Qty 2            |
| 10 | Transponder                            | TDR-94         | 01 | GTX 3000   | Min Qty 02           |
| 11 | ELT System                             | Pointer 3000   | 01 | Suitable type which is compatible with G-1000 NXi. Avionics package or the Same unit.                  | 01                   |
| 12 | ULT System                             | DK-120         | 01 | Suitable type that is compatible with G-1000 NXi Avionics package or the Same unit.                    | 01                   |
| 13 | CVR System                             | L3Harris A100S | 01 | Suitable type that is Compatible with G-1000 NXi Avionics Package                                      | 01                   |
| 14 | Auto Pilot System                      | APC-65H        | 01 | As included in the G-1000NXi package   | 01                   |
| 15 | FMS                                    | UNS 1M         | 01 | As suitable and included in G1000 NXi avionics package.  | 01                   |
| 16 | Electronic Flight Display System (EFD) | EFD-84         | 04 | GDU 1550 (MFD)<br>GDU 1050 /1040A (PFD)  | 2 PFDs<br>&<br>1 MFD |
| 17 | TCAS II                                | N/A            | -  | G GTS 8000 TCAS II   | As required          |
| 18 | TAWS A                                 | N/A            | -  | Suitable model as specified in the Technical Specifications, and possible to integrate with G-1000NXi. | As required          |
| 19 | FDR                                    | N/A            | -  | Suitable model as specified in the Technical Specifications, and possible to integrate with G-1000NXi. | As required          |

|    |   |                      |     |   |               |
|----|---|----------------------|-----|---|---------------|
| 20 | ADS B   | N/A                  | -   | Suitable model as specified in the Technical Specifications, and possible to integrate with G-1000NXi.                                    | As required   |
| 21 | AHRS  | EFIS-84              | 01  | Suitable model as specified in the Technical Specifications, and possible to integrate with G-1000NXi.                                    | 02            |
| 22 | Air Data Computer                                   | ADC-85               | 01  | Suitable model as specified in the Technical Specifications, and possible to integrate with G-1000NXi.                                    | 02            |
| 23 | Provide & Install GWX 75 Ground Clutter Suppression | N/A                  | N/A | GWX 75 Ground Clutter & Turbulence  | As applicable |
| 24 | AIS Installation Support                            | VDL 6000             | 01  | Same existing system (VDL 6000) required to install & configure with G-1000NXi.   | 01            |
| 25 | Provisions for Mission Equipment installation       | FLIR Star Safire III | 01  | Compatible Surveillance Camera and Maritime Surveillance Radar.<br><br>Stream Caster 4400E Data Link, RT 7000.                            | As Required   |
| 26 | Perform Engine Preservation                         | N/A                  | N/A | Engine Preservation must be performed during the servicing, and De-Preservation needs to be performed after completion of the upgradation | N/A           |

|     |   |     |     |   |     |
|-----|---|-----|-----|---|-----|
| 27  | Perform Weight Balance &  | N/A | N/A | Since the upgrade requires replacement of components/hardware in the avionics system, the aircraft requires a new weight and balance before it becomes airworthy.   | N/A |
| 28  | Program Technical Support   | N/A | N/A | The total modification of the G-1000NXi avionics package. Including integration of the Engine, Airframe, Electrical Systems, etc. Technical Expertise involvement and work. Facilities for the Modification, Training, and Spare Support. | N/A |
| 3.2 | All avionics equipment, antennas including the wire harnesses to be upgraded as per the upgrading of avionics systems.  |     |     |   |     |
| 3.3 | <p>All avionics equipment, antennas and the aggregated wire harness to be upgraded as per the requirement of upgrading avionics system and existing said systems, antennas and the wire harness to be removed from the aircraft.</p> <p>All the relevant structural modifications for the avionics upgrade are to be performed by the service provider with the avionics package</p> <p>The bidder required to provide the publications (softcopy and hardcopy) relevant for above modifications with the avionics package on free of charge (FOC) basis</p> <ol style="list-style-type: none"> <li>i. OEM Certificate or Manufacture Certificate/ EASA Form1/ CASA Form1/ FAA Form 8130-3</li> <li>ii. Pilot Guides</li> <li>iii. Operating Instructions &amp; Procedures (Softcopy and Hard Copy)</li> <li>iv. Maintenance Manuals (Softcopy / online access and Hard Copy)</li> <li>v. Illustrated Parts Catalogues (Softcopy and Hard Copy)</li> <li>vi. Wiring Diagrams (Softcopy and Hard Copy)</li> <li>vii. Work Cards (Softcopy and Hard Copy)</li> <li>viii. Details of life components (Softcopy and Hard Copy) Test equipment with calibration document</li> <li>ix. Test equipment with calibration document</li> <li>x. CVR/FDR data retrieving equipment</li> <li>xi. Software related to each system</li> </ol> |     |     |   |     |

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| <p>Endorsement to be made on the applicable log books with regards to the accomplishment of servicing and relevant reports to be handed over to SLAF for retention</p> <p>Aircraft manufacture approved (SLAF Specification) weight and balance is to be carried out</p> <p>A complete serviceability check of the installed avionics system on the upgrade to be carried out on completion of the installation and reports should meet OEM specifications and limitations. All report should be submitted at the time of preliminary acceptance for retention in SLAF.</p> <p>After the pre-bid inspection, the service provider should declare whether the avionics upgradation of B - 200 Beechcraft will be carried out in an overseas facility or in Sri Lanka.</p> <p>After the pre-bid inspection if the service provider decides to carry out the upgradation in Sri Lanka the service provider should agree to bear all the applicable taxes and other related charges with regard to the items and services related to particular upgradation.</p> <p><b>After the pre-bid inspection if the service provider decides to carry out the upgradation in an overseas facility the representatives from the SLAF must be invited to visit the technical facility for a facility audit. Further, representatives from the SLAF must be allowed to visit the modifications and avionics integration activities during the modification period. Furthermore, after modification is completed acceptance procedures must be carried out by SLAF representatives</b></p> <p>The bidder should provide all avionics equipment and require accessories and consumable for the avionics upgradation</p> <p>The bidder should provide the time line for the avionics upgradation with the plan for completion of work scope and priority will be given for the bidder with the minimum time period for completion of avionics upgradation</p> <p>xii. The training for the new avionics package must be arranged by the service provider for Avionics Engineering Officers and technicians for maintenance of upgraded system and pilots for flying training.</p> |
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**PHOTOGRAPHS OF THE AIRCRAFT**



**THE PRESENT CONDITION OF THE WIRING AND CONNECTORS**



**3.4 AVIONICS SYSTEMS OF SMR-843 B-200 AIRCRAFT WHICH ARE TO BE UPGRADED**

| (1)                           | (2)   | (3)  | (4)   | (5)      | (6)               | (7)     |
|-------------------------------|---|--|---|----------|-------------------|---------|
| Line Item No                  | Description of Goods and Related Service  | Sub Component  | Technical Specifications and Standards  |          |                   |         |
|                               |   |  | Purchaser's Requirement   |          | Bidder's Offer    |         |
|                               |   |  | Details   | Priority | Yes (Y)<br>No (N) | Remarks |
| <b>MANDATORY REQUIREMENTS</b> |   |  |   |          |                   |         |
|                               | <b>Upgradation of B-200 (SMR 843) Beechcraft Avionics PACKAGE in to G-1000 NXi Avionics Package</b> | Provide and install G1000NXi Avionics upgrade                        | The Selected bidder must agree to complete the avionics upgradation at a specified location either in Sri Lanka or oversea (Selected bidder should decide after inspection) | Normal   |                   |         |
|                               |   | Provide and install G GTS 8000 TCAS II and Dual GTX 3000 Transponder |   |          |                   |         |
|                               |   | Provide and install TAWS A Enablement                                |   |          |                   |         |
|                               |   | Provide and install GWX 75 Enablement                                |   |          |                   |         |
|                               |   | Provide and install Chart view Enablement                            |   |          |                   |         |
|                               |   | Install HF 9000 Radio Selcal   |   |          |                   |         |
|                               |   | Provide and install G GRA 5500 radio altimeter                       |   |          |                   |         |
|                               |   | Engine Preservation  |   |          |                   |         |
|                               |   | Perform Weight & Balance   |   |          |                   |         |
|                               |   | Program Technical Support  |   |          |                   |         |

### 3.5 TECHNICAL SPECIFICATIONS OF AVIONICS UPGRADATION OF (SMR 843) B-200 AIRCRAFT

1. The Details of the items are as follows,

| Ser/No | Description  | Condition | Required Qty |
|--------|--|-----------|--------------|
| 1      | Upgradation of B-200 (SMR 843- S/N BB1314) Beechcraft Avionics package in to G-1000 NXi Avionics Package | Brand New | 01           |

2. The following terms and conditions are to be informed to the supplier, when calling quotations.

| DETAILS TO BE INDICATED IN THE QUOTATION   | BIDDER'S RESPONSE |
|--|-------------------|
| The Selected bidder must agree to complete the avionics upgradation at a specified location either in Sri Lanka or overseas (Selected bidder should decide after pre-bid inspection)   |                   |
| The bidder should indicate the condition (New/Factory New/Overhaul/Serviceable) of all avionics equipment used for the Avionics upgradation and warranty period Two (02) years warranty period expected from the date of final acceptance.   |                   |
| All avionics equipment, antennas and the aggregated wire harness to be upgraded as per the upgrading avionics systems and existing said systems, antennas and the wire harness to be removed from the aircraft. All removed avionics equipment, antennas and wire harnesses should be returned to the SLAF.  |                   |
| All relevant structural modifications in cooperated with the Avionics upgradation is to be performed by the service provider accordingly.  |                   |
| Endorsement to be made on the applicable log books with regard to accomplishment of avionics upgradation and relevant reports to be handed over to SLAF for retention.   |                   |
| Aircraft manufacturer approved (as per SLAF Specification) weight and balance to be carried out.   |                   |
| The bidder is required to indicate proposed avionics systems <ol style="list-style-type: none"> <li>(1) The autopilot system is to be a suitable equipment that can be configured for the flight profile of Beech King Air 200 aircraft.</li> <li>(2) Ensure that the spares for proposed avionics systems are available in the market for 10 years or more.</li> <li>(3) Said avionics systems that can be incorporated with the other platforms such as Mission Surveillance equipment in future.</li> <li>(4) In the event that the SLAF is unable to furnish the mission equipment in a</li> </ol> |                   |

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| timely manner, provisions for the compatible Camera, Maritime Surveillance Radar, Tactical Radio and Data link must be installed including all required wiring so that the user can carry out the installation after receipt of the items.  |  |
| All avionics equipment, antennas including the wire harness to be upgraded as per the upgrading of avionics systems.  |  |
| <p>The bidder is required to indicate any other system to be modified/ replaced in order to facilitate the above upgradation. Indicate the system, the purpose of upgradation and recommended replacement version, etc</p> <p><b>Note:</b> Costs for each system modification and upgradations should be indicated separately.</p>  |  |
| The bidder is required to provide relevant approval certifications (Supplementary Type certificates-STC) from the aircraft OEM (Textron Aviation) for incorporation of above systems into the B-200 aircraft and the certifications on compatibility of proposed systems in B-200 aircraft from the OEMs.   |  |
| If the bidder requires to carry out the avionics upgradation at an overseas facility, provide a Facility Audit for SLAF representatives on the upgradation facility in order to verify the capability of performing the upgradation at the facility recommended by the bidder and the facility audit should be arranged within a period of one month at the time of award of the contract. Upgradation agency should facilitate 2 (two) SLAF representatives for a period of not less than 7 working days to audit the facility.  |  |
| <p>The bidder is required to provide training with regard to the upgraded G-1000 NXi Avionics package as follows,</p> <ol style="list-style-type: none"> <li>(1) SLAF pilots for the operation of the upgraded avionics systems with the Avionics packages on Free of Charge (FOC) basis.</li> <li>(2) Avionics systems operation, maintenance, Avionics Integration with structural changes, Avionics Integration with Flight controls and Engine data, and Test equipment procedures for one (01) E/Eng officer and Three (03) Air of SLAF with the Avionics packages on Free of Charge (FOC) basis.</li> <li>(3) Electrical system integration and changes, Structural Changes, Integration of Engine and flight controls with avionics for one (01) Technical Eng Officer and (01) E&amp;I Technician of SLAF with the Avionics packages on Free of Charge (FOC) basis</li> </ol> |  |
| A complete Serviceability check of the installed Avionics systems according to the Avionics upgradation to be carried out on completion of the installation and reports should meet aircraft OEM's specifications and limitations. All reports should be submitted at the time of preliminary acceptance for retention in the Sri Lanka Air Force.  |  |
| The Bidder should provide all avionics equipment with incorporated software/firmware/configuration tools and required all accessories & consumables for the avionics upgradation as a package.  |  |
| Endorsement to be made on the applicable log books with regard to accomplishment of G 1000NXi Avionics Upgradation and relevant reports to be handed over to SLAF for inspection and retention at the time of preliminary acceptance.   |  |
| The ability of future maintenance and sustainability of the avionics systems suggested by the bidder will be considered for the evaluation process and priority will be given by SL Air Force for the systems with easy/inexpensive maintenance   |  |

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| <p>and longer sustainability (availability of spares backup in the market/production line)</p>  |  |
| <p>The bidder should provide a time line for the avionics upgradation with the plan for the completion of work scope within 180 days and priority will be given for the bidder with the minimum time period for the completion of avionics upgradation.</p>   |  |
| <p>The Sri Lanka Air Force will position two (02) E/Eng and Technical Officers and three (04) Technicians at the specified location that the aircraft is assigned for the upgradation to continuously monitor the progress of avionics upgradation during the upgradation period.</p> <p>After the <b>pre-bid</b> inspection if the bidder decided to carryout upgradation at overseas facility the accommodation, food, inland transportation, telephone and internet facilities, medical facilities and security to be provided by the service provider. Airfare applicable from Sri Lanka to the destination and return will be borne by the SLAF. In the event of extending the stay of representatives at the avionics upgradation facility, the service provider must agree to cooperate obtaining of VISA.</p> |  |

| <b>UNSERVICEABILITY OF UPGRADED AVIONICS SYSTEMS OR INSTALLED AVIONICS COMPONENTS OF SMR 843 B-200 AIRCRAFT DURING THE WARRANTY PERIOD</b>   | <b>BIDDER'S RESPONSE</b> |
|--|--------------------------|
| <p>A competent avionics specialist technician should be assigned to assist faults of the aircraft during warranty period (Field Maintenance Support) and should be made available in Sri Lanka <b>till completion of warranty (Two years)</b> after the avionics upgradation and cost should be borne by the service provider for food, lodging, transport and medical during the stay in Sri Lanka. Avionics specialist should be available in the Sri Lanka at B-200 aircraft maintenance hangar premises at SLAF Academy China Bay during working hours, aircraft operation and maintenance time.</p> |                          |
| <p>Upgraded Avionics systems or installed avionics components of B-200 Aircraft which becomes unserviceable during the warranty period, successful bidder shall be required to repair or replace the same on free of charge basis (FOC). (For <b>replacement items</b>, delivery is to be <b>within 15 days</b> of notification of such failures and for the items to be repaired the delivery should be within 45 days period of notification of such failures)</p>   |                          |
| <p>The bidder is required to provide test equipment updates and software updates related to each system relevant to the above upgrade, free of charge (FOC), during the warranty period (two years).</p>   |                          |
| <p>The service provider is required to nominate a permanent freight forwarder to undertake the freight for dispatching of unserviceable components to the repair agency and delivering of serviceable/repared components back to Sri Lanka Air Force during the warranty period.</p>   |                          |
| <p>Upgraded Avionics systems or installed avionics components of B-200 Aircraft on receipt of the unserviceable component, the supplier is to complete repairs and dispatch by air to Colombo <b>within forty-five (45) days</b>. The freight charges will have to be borne by the supplier.</p> <p>For <b>replacement items</b>, delivery is to be <b>within 15 days</b> of notification of such failures. And if the B-200 Aircraft is grounded for more than 15 days due to the delay in delivery of any of such item, the warranty period is to be extended by the number of days grounded.</p>      |                          |

**NOTE**

The bidder is required to provide details as requested by SLAF (Bidder's Response). The failure to provide these details may result in disqualification of the bid

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| <b>FOLLOWING DOCUMENTS ARE REQUIRED TO BE PROVIDED WITH THE ITEM AT THE DELIVERY TO SLAF (with English copy)</b>   |  |
| <p>The bidder is required to provide following publications relevant for above upgradation on Free of Charge (FOC) basis.</p> <ul style="list-style-type: none"> <li>• OEM Certificate or Manufacture Certificate/ EASA Form1/ CASA Form1/ FAA Form 8130-3</li> <li>• Pilot Guides</li> <li>• Operating Instructions &amp; Procedures (Softcopy and Hard Copy)</li> <li>• Maintenance Manuals (Softcopy / online access and Hard Copy)</li> <li>• Illustrated Parts Catalogues (Softcopy and Hard Copy)</li> <li>• Wiring Diagrams (Softcopy and Hard Copy)</li> <li>• Work Cards (Softcopy and Hard Copy)</li> <li>• Details of life components (Softcopy and Hard Copy)</li> </ul> |  |
| <p>The bidder is required to provide any available Test equipment with calibration document, CVR/FDR data retrieving equipment and Software related to each system relevant for above upgradation on Free of Charge (FOC) basis.</p>   |  |
| <p>The bidder is required to provide relevant approval certifications (STC) from the aircraft OEM for incorporation of above systems into the B-200 aircraft and the certifications on compatibility of proposed systems in B-200 aircraft from the OEMs.</p>  |  |
| <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>➤ <b>If the Bidder unable to provide required certificates, documents along with the delivery, the items will be rejected.</b></li> <li>➤ <b>In case, the supplier requires to submit any document/ information pertaining to the offer, the same should be indicated on the initial quotation and the subsequent requests will not be entertained.</b></li> <li>➤ <b>Above conditions are related to technical aspect of the Tender. Hence Procurement Division is requested to impose other condition with relevant this tender.</b></li> </ul>   |  |

3.3. The other technical details / requirements are as follows for your perusal.

- a. The technical specifications of the Avionics Systems of SMR 843 B-200 aircraft which are to be upgraded are attached as **Annex 'A'**.

**TECHNICAL SPECIFICATIONS OF AVIONICS SYSTEMS OF SMR-843 B-200 AIRCRAFT WHICH ARE TO BE UPGRADED**

a. MANDATORY REQUIREMENTS

| <b><u>MANDATORY REQUIREMENTS</u></b> |   |
|--------------------------------------|---|
| <b>01</b>                            | <b>INTER COMMUNICATION SYSTEM (With compatible Six Headsets)</b> <ul style="list-style-type: none"><li>a. Minimum Qty 06 selection positions, including 05 transceiver inputs and PA system (HF-1, VHF-1, VHF-2, UHF (Optional for tactical radio and need to facilitate provision for future installation of RT 7000), PA, etc)</li><li>b. Minimum Qty 05 Navigation transceiver units to be interconnected (NAV1, NAV2, MARKER, ADF, DME)</li><li>c. Qty 05 stations are required (Pilot, Co-pilot, Observer 1, Observer 2, Navigator)</li><li>d. All audio warnings and caution alerts should be interconnected.</li><li>e. Interfaces for Cockpit Voice Recorders (CVR)</li><li>f. All avionics equipment and their wire harness are to be upgraded as per the Intercommunication System upgrading systems.</li></ul> |
| <b>02</b>                            | <b>HF COMMUNICATION SYSTEM</b> <ul style="list-style-type: none"><li>a. Minimum effective communication Range of 200 Nm.</li><li>b. Frequencies spaced 100 Hz apart in the 2 to 29.9999 MHz</li><li>c. Mode operation USB, UD, AM equivalent, CW, LSB, and LD</li><li>d. All avionics equipment and its wire harness are to be upgraded as per the upgrading of the HF communication system.</li></ul>  |
| <b>03</b>                            | <b>VHF COMMUNICATION SYSTEM (8.33 KHz)</b> <ul style="list-style-type: none"><li>a. Qty 02 VHF systems are required.</li><li>b. Minimum Power output 18W and 100 Nm.</li><li>c. 8.33 KHz channel spacing.</li><li>e. All avionics equipment and their wire harness are to be upgraded as per the upgrading VHF communication system systems.</li></ul>  |
| <b>04</b>                            | <b>NAVIGATION SYSTEM</b> <ul style="list-style-type: none"><li>a. Qty 02 Navigation systems are required.</li><li>b. PBN (RNP-I / R NAV) VOR / ILS / MARKER and ADF systems are to be included.</li><li>c. Compatible with the proposed autopilot system and MFD.</li></ul>   |

|                  |  |
|------------------|--|
| <p><b>05</b></p> | <p><b>WEATHER RADAR SYSTEM</b></p> <ul style="list-style-type: none"> <li>a. Weather avoidance of more than 300Nm.</li> <li>b. Compatible with proposed MFD/PFDs.</li> <li>c. Modes of Operations <ul style="list-style-type: none"> <li>(1) Multi-Scan and automatic operation</li> <li>(2) Time-shared operation - independent; mode, gain, tilt,</li> <li>(3) Range for each pilot</li> <li>(4) Ground map</li> <li>(5) Weather</li> <li>(6) Weather plus turbulence</li> <li>(7) Turbulence detection and wind shear detection</li> <li>(8) Test</li> <li>(9) Manual operation</li> </ul> </li> <li>d. General System Interfaces <ul style="list-style-type: none"> <li>(1) General ARINC 429, 453</li> <li>(2) TSO C63c</li> <li>(3) Interfaces EFIS, AHRS/IRS, CAS</li> <li>(4) Environmental RTCA/DO-160E</li> <li>(5) Software RTCA DO-178B Level C</li> </ul> </li> <li>e. Transmitter <ul style="list-style-type: none"> <li>(1) PRF 120 to 1,800 pps</li> <li>(2) Pulse widths 3.4 to 55 microseconds</li> <li>(3) Frequency 9.45 - 9.49 GHz Desired<br/>(Direct digital synthesis)</li> <li>(4) Peak power 50 watts nominal or more.</li> </ul> </li> <li>f. Receiver <ul style="list-style-type: none"> <li>(1) Noise figure 3.8 dB or less.</li> <li>(2) Bandwidth 32 MHz or higher is desired.</li> <li>(3) discernible signal -126 dBm.</li> </ul> </li> <li>g. Antenna <ul style="list-style-type: none"> <li>(1) First side lobe -30 dB</li> <li>(2) Stabilization type: Full stabilization – all modes</li> <li>(3) Type Flat plate.</li> </ul> </li> </ul> |
| <p><b>06</b></p> | <p><b>RADIO ALTIMETER</b></p> <ul style="list-style-type: none"> <li>a. 2500 Feet or above height indication.</li> <li>b. Compatible with proposed MFD/PFDs and possibility of integration with G-1000NXi modification.</li> </ul>   |
| <p><b>07</b></p> | <p><b>GNSS SYSTEM</b></p> <ul style="list-style-type: none"> <li>a. Qty 02 Minimum GNSS systems are required.</li> <li>b. Worldwide coverage.</li> <li>c. Latest database updates at the time of acceptance that are compatible with proposed MFD/PFDs and integrated with G-1000 NXi Avionics package</li> </ul>  |
| <p><b>08</b></p> | <p><b>TCAS II</b></p>  |

|           |  |
|-----------|--|
|           | <ul style="list-style-type: none"> <li>a. Forward fitment of TCAS II or above.</li> <li>b. Version 7.1 or above that is compatible with proposed MFD/PFDs and integrated with the G-1000 NXi Avionics package.</li> </ul>  |
| <b>09</b> | <p><b>TAWS</b></p> <ul style="list-style-type: none"> <li>a. TAWS Class A required.</li> <li>b. Integration with FMS, radar altimeter, GNSS, and graphical terrain display (e.g., on MFD or PFD).</li> </ul>   |
| <b>10</b> | <p><b>TRANSPONDER (S/ADS-B IN/OUT with ADS-B Disabling Option)</b></p> <ul style="list-style-type: none"> <li>a. ADS-B Out option.</li> <li>b. Latest Firmware included.</li> <li>c. A manual or automatic switch for the ADS-B Disabling Option must be incorporated.</li> <li>d. A minimum of 02 transponder systems are required, if TCAS or any other System requires a dedicated Transponder, that requirement also needs to be facilitated.</li> </ul>   |
| <b>11</b> | <p><b>ELT SYSTEM</b></p> <ul style="list-style-type: none"> <li>a. Operating frequency 121.5 MHz, 243 MHz, 406 MHz</li> <li>b. ELT standards should be based on TSO-C126.</li> <li>c. The battery manufacture date should be less than 1 year from the date of purchase.</li> </ul>  |
| <b>12</b> | <p><b>ULT SYSTEM</b></p> <p>Operating frequency 37.5 kHz</p>   |
| <b>13</b> | <p><b>FDR SYSTEM</b></p> <p>As available in the G-1000NXi avionics package.</p>  |
| <b>14</b> | <p><b>CVR SYSTEM</b></p> <ul style="list-style-type: none"> <li>a. Up to 5 Hrs of high-quality recording on all four channels and a minimum of 25 Hrs of flight data at 64/128/256/512 wps.</li> <li>b. Stand-alone CVR and FDR options.</li> <li>c. Control units, microphones, and installation accessories, including consumables.</li> </ul>   |
| <b>15</b> | <p><b>AUTO PILOT SYSTEM</b></p> <p>Integrates with GNSS, VOR, and ILS systems for precise navigation and approach management.</p>  |
| <b>16</b> | <p><b>FMS</b></p> <ul style="list-style-type: none"> <li>a. FMS of G1000 NXi avionics package must integrates all primary flight, navigation, weather, terrain, traffic, radio frequency, engine parameters, and fuel data readouts into a simplified interface.</li> <li>b. Flight Planning:<br/>The system allows for storing multiple flight plans and provides features for previewing departure and arrival procedures.</li> <li>c. Navigation:<br/>It supports WAAS and LPV approaches, offering precise guidance to pilot-selectable minimums.</li> <li>d. Vertical Navigation (VNAV):</li> </ul> |

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|    | <p>The G1000 NXi features VNAV functionality, enabling vertical path planning and guidance.</p> <p>e. Chart Integration:<br/>It integrates with electronic charts, such as Flite Charts and Chart View, displaying approach plates and terminal procedures.</p> <p>f. Synthetic Vision<br/>The system can incorporate Synthetic Vision Technology (SVT) for a 3D depiction of terrain and obstacles.</p> <p>g. Terrain Awareness:<br/>Terrain and obstacle data are integrated, with features like three-color terrain shading to indicate proximity to the ground.</p> <p>h. Weather Integration:<br/>The G1000 NXi needs to display weather radar imagery, potentially overlaid on the moving map.</p> <p>i. Auto throttle (<b>Optional</b>):<br/>The G1000 NXi is required to be paired with an optional G auto throttle for automated power management.</p> <p>j. Updates and Maintenance:<br/>The system must be capable of easy software updates and streamlined equipment replacement.</p> <p>k. Reduced Vertical Separation Minimums (RVSM):<br/>For higher-flying King Air models, the G1000 NXi avionics package installation includes RVSM certification, enabling access to higher flight levels.</p> |
| 17 | <p><b>Multi-Function Display System (MFD) &amp; PFD</b></p> <p>a. 15-inch multi-function display (MFD) and two 10.4-inch primary flight displays (PFD).</p> <p>b. Power Handling capability of 28 VDC, above -15°C: 28V (55W Maximum), 28V (50W Typical), below -15°C: 28V (90W Maximum), 28V (85W Typical).</p> <p>c. Operating Temperature Range: -40 to +55 °C (operating).</p> <p>d. Altitude: 11500 to 55000 ft.</p> <p>e. Software Compliance: RTCA/DO-178B levels B, C, and D.</p> <p>f. Hardware Compliance: RTCA/DO-254 Level B.</p> <p>g. Humidity: 95% non-condensing.</p> <p>h. Resolution: High-resolution display.</p>  |
| 18 | <p><b>Attitude &amp; heading Reference System (AHRS)</b></p> <p>a. Sensor Details</p> <ol style="list-style-type: none"> <li>(1) Requires a GMU 44 or GMU 11 magnetometer.</li> <li>(2) 3-axis MEMS gyroscopes.</li> <li>(3) 3-axis MEMS accelerometers.</li> </ol> <p>b. Performance</p> <ol style="list-style-type: none"> <li>(1) Pitch Accuracy min of <math>\pm 0.5^\circ</math> in pitch and roll (steady-state).</li> <li>(2) Heading Accuracy min of <math>\pm 1.0^\circ</math> with calibrated magnetometer.</li> <li>(3) Turn Rate Accuracy min of <math>\pm 1^\circ/s</math>.</li> <li>(4) Update Rate min of 50 Hz typical (real-time output to PFD/EFIS)</li> </ol>  |

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|                  | <ul style="list-style-type: none"> <li>(5) Alignment time min of &lt;60 seconds on power-up.</li> <li>c. Environmental Requirements <ul style="list-style-type: none"> <li>(1) Operating temperature -40°C to +70°C.</li> <li>(2) Vibration as Per DO-160G, Category S.</li> <li>(3) Humidity Up to 95% RH non-condensing.</li> </ul> </li> <li>d. Electrical <ul style="list-style-type: none"> <li>(1) Input Voltage 10–32 VDC.</li> <li>(2) Power Consumption ~8 watts typical.</li> <li>(3) Interface connects to GIA 63W (G1000), GDU (displays), and GMU (magnetometer).</li> </ul> </li> <li>e. TSO-C201 (AHRS), TSO-C4c (Gyroscopic Instrument), DO-178C / DO-254.</li> <li>f. Certification level C or higher.</li> <li>g. Supports dual-AHRS configuration for redundancy</li> </ul>  |
| <p><b>19</b></p> | <p><b>Air Data Computer (ADC)</b></p> <ul style="list-style-type: none"> <li>a. Measured and Computed Inputs <ul style="list-style-type: none"> <li>(1) Pitot pressure input: For calculating airspeed.</li> <li>(2) Static pressure input: For altitude and VSI.</li> <li>(3) OAT probe input: For true airspeed and temperature display.</li> </ul> </li> <li>b. Electrical and Interface Details <ul style="list-style-type: none"> <li>(1) Operates with an input voltage of 10 to 32 VDC.</li> <li>(2) Consumes approximately 5 watts.</li> <li>(3) Communicates with other Garmin units via, RS-232, or RS-485.</li> <li>(4) Interfaces with the GIA 64W, GRS 79 (AHRS), and GDU 1050/1055 displays</li> </ul> </li> <li>c. Performance and Accuracy. <ul style="list-style-type: none"> <li>(1) Provides altitude and airspeed values with high precision, suitable for IFR-certified aircraft.</li> <li>(2) Accurate to within ±30 feet altitude under standard conditions.</li> <li>(3) Supports real-time computations for TAS and vertical speed.</li> <li>(4) Typical response rate is 50 Hz.</li> </ul> </li> <li>d. Environmental Conditions <ul style="list-style-type: none"> <li>(1) Operating temperature range is -40°C to +70°C.</li> <li>(2) Designed to comply with RTCA DO-160G for vibration, shock, humidity, and temperature variation.</li> <li>(3) Requires no active cooling; entirely passive convection cooled.</li> </ul> </li> </ul> |

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| 20 | <p><b>Integration of VDL 6000 AIS system into the G-1000NXi Avionics Package</b></p> <p>The VDL 6000 AIS system can be furnished by the SLAF and it is required to be installed and integrated with the aircraft during the upgradation.</p>  |
| 21 | <p><b>Provision for the future installation of the following mission equipment is required</b></p> <ul style="list-style-type: none"> <li>a. Provision for the installation of compatible Surveillance Camera</li> <li>b. Provision for the installation of compatible Maritime Surveillance Radar</li> <li>c. Provision for the installation of Datalink system (Stream Caster 4400E).</li> <li>d. Provision for the installation of Satellite Communication.</li> <li>e. Provision for RT-7000 Tactical Radio.</li> <li>f. Provision for signals intelligence (SIGINT)</li> </ul> |
| 22 | <p><b>Engine preservation</b></p> <p>As the projected avionics upgrade will approximately take three months at a facility abroad or local, the engines have to be kept preserved during the said period and de-preservation has to be done afterwards prior to the on ground/air test carried out for acceptance process.</p>   |
| 23 | <p><b>Perform Weight &amp; Balance</b></p> <p>Since the upgrade requires replacement/removal of components/hardware in the avionics system and structural modifications the aircraft requires to undergo a new weight and balance check before it is certified as airworthy.</p>  |
| 24 | <p><b>Program Technical Support</b></p> <ul style="list-style-type: none"> <li>a. The total upgradation of the G-1000NXi avionics package.</li> <li>b. Integration of the Engine, Airframe, Electrical Systems, etc with the upgraded avionics package.</li> <li>c. Technical Expertise involvement and tasks.</li> <li>d. Facilities for the upgradation to be carried out.</li> <li>e. Training and Spares Support.</li> </ul>  |
| 25 | <p><b>Provide &amp; Install GWX 75 Ground Clutter Suppression &amp; Turbulence Detection Enablement.</b></p> <p>Ground Clutter Suppression (GCS) is a feature of Garmin's airborne weather radar systems that reduces a great deal of ground clutter through the use of Doppler and special algorithms and it is most effective within a 40 NM range.</p>   |

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| <b>26</b> | <b>Removed components, returning to SLAF</b><br><br>The removed components must be returned to the SLAF in 'As it is' condition after the completion of the upgradation, if the specific components are not installed in the upgraded aircraft. |
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**4. Drawings** Not applicable.

**5. Inspections and Tests**

5.1 After receiving the all accessories along with these systems for the Aeronautical Inspection Service (AIS) will carry out accordingly to verify the compatibility of items along with the documents provided by the Bidder and functional test on provided items.

**5.2 *All accessories should be dispatched along with these systems.***

A complete serviceability check of the installed Avionics systems shall be carried out upon completion of the Avionics upgradation. All test results and reports shall comply with the specifications, standards, and condition prescribed by both the aircraft OEM and the OEMs of the equipment used in upgradation. Initial inspection and tests will be carried out by Sri Lanka Air Force Electronics Engineering officers and air tests are to be carried out by SL Air Force pilots at the upgradation facility with the assistance of service provider prior to acceptance. All reports of above inspections and tests should be submitted at the time of preliminary acceptance for retention in the Sri Lanka Air Force.

**SECTION VI**  
**CONDITIONS OF CONTRACT**

**Section VI. Conditions of Contract****Table of Clauses**

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**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 there from, 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.
  - (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligation of the Supplier under the contract.
  - (k) “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.
  - (l) “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.

- (m) “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:

- (a) “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;
- (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.

**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 with other internationally accepted standards, such as British Standards.
8. **Notice**
- 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 travelling 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 wilful 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.

- (a) 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**

### 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.

|                   |  |
|-------------------|--|
| <b>CC 1.1(h)</b>  | The Purchaser is The Commander of Sri Lanka Air Force  |
| <b>CC 1.1 (m)</b> | The Project Site(s)/Final Destination(s) is No 3 Maritime Sqn, Sri Lanka Air Force, China Bay, Trincomalee   |
| <b>CC 8.1</b>     | <p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention : Chief Procurement Officer</p> <p>Address : Procurement Division,<br/>P.O Box 594,<br/>Sri Lanka Air Force Headquarters,<br/>Defence Head Quarters Complex,<br/>Sri Jayewardenapura, Kotte<br/>Sri Lanka</p> <p>Telephone : +94112328850</p> <p>Facsimile number : +94112328850/ 2342572</p> <p>Electronic mail address : cpd@slaf.gov.lk, quote@slaf.gov.lk</p>  |
| <b>CC 12.1</b>    | <p>Details of Shipping and other Documents to be furnished by the Supplier are not applicable for this tender.</p> <p>However, if the service provider decides to carry out the upgradation in Sri Lanka the service provider should agree to bear all the applicable taxes and other related charges with regard to the items and services related to particular upgradation.</p>   |
| <b>CC 13.1</b>    | The service provider should depute a specialist to carry out the upgradation of B-200 (SMR-843) Beechcraft avionics package into G-1000NXi avionics package of the Sri Lanka Air Force aircraft after signing the contract of this tender.   |
| <b>CC 15.1</b>    | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payments of foreign currency portion shall be made in the following manner:</p> <p>Terms of payment for service will be made by means of a TELEGRAPHIC TRANSFER (TT) on acceptance of following documents offered to the <b>SERVICE RECIPIENT (Sri Lanka Air Force)</b>. LETTER OF CREDIT will be opened. SERVICE PROVIDERS are to note that no advance payment will be effected.</p> <ol style="list-style-type: none"> <li>(1). Commercial Invoice in three (3) originals.</li> <li>(2). Certificate of acceptance.</li> <li>(3). Original Warranty Certificate.</li> <li>(4). OEM Certificate or Manufacture Certificate/ EASA Form1/ CASA Form1/ FAA Form 8130-3</li> </ol> |

*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. 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 or Telegraphic Transfer.

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. (If the upgradation is to be performed in an overseas facility)

1.2.1 **Sixty percent (60%)** of the Contract Price shall be paid to the SERVICE PROVIDER after successful completion of ground tests and flight tests of the aircraft at the Service Provider's location with the recommendation of SLAF acceptance team upon submission of three (03) copies including the original of the following documents.

- a. OEM Recommended 'Supplementary Type Certificate' (STC)
- b. Commercial Invoice.
- c. Factory Acceptance Certificate as per section VIII, contract forms.
- d. Insurance Certificate.

1.2.2 **Thirty-five percent (35%)** of the Contract Price shall be paid to the SERVICE PROVIDER upon the arrival of the aircraft in Sri Lanka after the acceptance of the Avionics Upgradation B-200 Beechcraft by the SLAF acceptance crew upon submission of three (03) copies including the original of the following documents.

- a. Commercial Invoice.
- b. Final Acceptance Certificate furnished as per section VIII, contract forms issued by the Commander of the Air Force or an officer nominated by the Commander of the Air Force after acceptance of aircraft in Sri Lanka.
- c. Certificate of compliance as per section VIII, contract forms.
- d. Warranty Certificate.

|  |  |
|--|--|
|  | <p>1.2.3 <b>Five percent (5%)</b> of the Contract Price shall be paid to the SERVICE PROVIDER upon completion of the warranty period upon the submission of three (03) copies including the original of the following documents.</p> <ol style="list-style-type: none"><li>a. Commercial Invoice</li><li>b. Warranty Completion Certificate issued by the SERVICE RECIPIENT as per Section VIII, contract forms.</li></ol> <p>1.3 The Letter of Credit established for the Total Contract Price will be payable as follows. (If the upgradation is to be performed in a Sri Lankan facility)</p> <p>1.3.1 <b>Sixty percent (60%)</b> of the Contract Price shall be paid to the SERVICE PROVIDER upon receipt of all relevant aircraft components for the upgradation with the technical team deployment required for the upgradation to the technical facility in Sri Lanka, subject to the submission of report recommended by an agent appointed by SLAF and the service provider with submission of three (03) copies including the original of the following documents.</p> <ol style="list-style-type: none"><li>a. OEM Recommended ‘Supplementary Type Certificate’ (STC)</li><li>b. Commercial Invoice</li></ol> <p>1.3.2 <b>Thirty-five percent (35%)</b> of the Contract Price shall be paid to the SERVICE PROVIDER after the acceptance of the Avionics Upgradation of B-200 Beechcraft by the SLAF acceptance crew upon submission of three (03) copies including the original of the following documents.</p> <ol style="list-style-type: none"><li>a. Commercial Invoice.</li><li>b. Final Acceptance Certificate furnished as per section VIII, contract forms issued by the Commander of the Air Force or an officer nominated by the Commander of the Air Force after acceptance of aircraft in Sri Lanka.</li><li>c. Certificate of compliance as per section VIII, contract forms.</li><li>d. Original Warranty Certificate</li></ol> <p>1.3.3 <b>Five percent (5%)</b> of the Contract Price shall be paid to the SERVICE PROVIDER upon completion of the warranty period upon the submission of three (03) copies including the original of the following documents.</p> <ol style="list-style-type: none"><li>a. Commercial Invoice</li><li>b. Warranty Completion Certificate issued by the SERVICE RECIPIENT as per Section VIII, contract forms.</li></ol> |
|--|--|

|  |  |
|--|--|
|  | <p>1.4 Payments shall be performed through the Service Provider’s Bank nominated by the Service Provider.</p> <p>1.5 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>1.6 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>1.7 The Letter of Credit will be operative only upon receipt of the Performance Security from the Service Provider.</p> <p>1.8 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>1.9 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> <p>2. If the payment shall be made by the service recipient via the Telegraphic Transfer (TT) within forty-five (45) days from the date of signing of acceptance certificate.</p> <p>ALL SERVICE PROVIDERS are to note <b>SERVICE RECIPIENT</b> is not liable to make any payments for freight forwarders on behalf of <b>SERVICE PROVIDERS</b> in Sri Lanka with regard to administrative charges involved in clearance of documents. If any such payments are to be borne by the <b>SERVICE RECIPIENT</b>, the same will be deduct from the <b>SERVICE PROVIDER</b> without any <b>CLARIFICATION</b> from the final bill.</p> |
|--|--|

|                |   |
|----------------|---|
| <b>CC 15.3</b> | Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.  |
| <b>CC 16.1</b> | The bidder is 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 with Sri Lanka, the Double Tax Avoidance Agreement (DTAA) available within the service provider’s country and Sri Lanka, and the nature of the service provided depending on the service provider’s country with Sri Lanka. |
| <b>CC 17.1</b> | A Performance Security shall be required.   |

|                |   |
|----------------|---|
| <b>CC 17.4</b> | The validity of the performance security shall be remained further 28 days from date of issuing Acceptance Certificate  |
| <b>CC 25.1</b> | After receiving the all accessories along with these systems for the Aeronautical Inspection Service (AIS) will carry out accordingly to verify the compatibility of items along with the documents provided by the Bidder and functional test on provided items. |
| <b>CC 26.1</b> | Liquidated Damages shall be incurred at rate of 1% of the total contract value for week of delays. The total Liquidated Damages possible under this clause shall not exceed 10% of the total contract value.  |
| <b>CC 27.1</b> | The bidder should indicate the condition (New/Factory New/Overhaul/Serviceable) of all avionics equipment used for the Avionics upgradation and warranty period Two (02) years warranty period expected from the date of final acceptance.                        |

**SECTION VIII**  
**CONTRACT FORMS**

**Section VIII. Contract Forms**

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## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of 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**

[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:-----[The Commander of Sri Lanka Air Force ] -----

-----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) 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 date].

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

**CERTIFICATE OF COMPLIANCES (C.O.C)**

| PART NO  | S/NO |
|--|------|
|  |      |
| <p><b>SUBJECT OF WORK PERFORMED:</b></p>   |      |
| <p><b><u>STATEMENT OF CONFORMANCE</u></b><br/>           I HEREBY CERTIFY THAT THE <b>UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G-1000 NXi AVIONICS PACKAGE</b> OF THE SRILANKA AIR FORCE TO BE COMPLETED UNDER CONTRACT SLAF/20..../.../....AIR HAS BEEN CARRIED OUT IN ACCORDANCE WITH EXISTING PERFORMANCE MANUALS ISSUED BY THE ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND THE REQUIREMENTS OF THE AFOREMENTIONED CONTRACT AND IS IN FULLY SERVICEABLE CONDITION.</p> |      |
| <p><b>NAME:</b></p> <p><b>TITLE:</b></p> <p>AUTHORIZED SIGNATURE AND STAMP <span style="float: right;">DATE:</span></p>  |      |

**Acceptance Certificate**

**ACCEPTANCE CERTIFICATE OF THE UPGRADATION OF B-200 (SMR-843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000NXI AVIONICS PACKAGE OF THE SRILANKA AIRFORCE**

**TT No:**

SERVICE RECIPIENT: SRI LANKA AIR FORCE SERVICE PROVIDER:

.....

This is to certify that I..... the authorized representative of the Sri Lanka Air Force and in the SERVICE RECIPIENT'S Aeronautical inspectorate. Having duly examined **UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE** of the Sri Lanka Air Force physical inspection at No 3 Maritime Sqn, Sri Lanka Air Force, China Bay, Trincomalee, No 2 Sqn, Sri Lanka Air Force Base, Katunayake or No 8 Sqn, Sri Lanka Air Force Base, Ratmalana to confirm that the SERVICE RECIPIENT is fully satisfied that the **UPGRADATION OF B-200 (SMR 843) BEEHCRAFT AVIONICS PACKAGE IN TO G -1000 NXi AVIONICS PACKAGE** has apparently been carried out, in compliance with contract No SLAF/...../...../AIR.

The present report has been drawn in 3 (three) copies in English for each part and one is to be delivered to bank, in accordance with the terms of T/T.

For and on behalf of the  
SERVICE PROVIDER

For and on behalf of the  
SERVICE RECIPIENT

\_\_\_\_\_  
( )

\_\_\_\_\_  
( )

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

Date: \_\_\_\_\_

