



**REQUEST FOR PROPOSALS FOR THE OPERATING LEASE OF FIVE (5) WIDE-BODY
AIRCRAFT BY SRILANKAN AIRLINES LIMITED**

ENG/ALC/RFP/23/03

13th March 2023

CHAIRMAN,
STANDING CABINET APPOINTED PROCUREMENT COMMITTEE,

ON BEHALF OF

SRILANKAN AIRLINES LIMITED
AIRLINE CENTRE
BANDARANAIKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA

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REQUEST FOR PROPOSALS

Dear Sir/ Madam

RFP NO: ENG/ALC/RFP/23/03

REQUEST FOR PROPOSALS FOR OPERATING LEASE OF UP TO FIVE WIDE-BODY AIRCRAFT

SriLankan Airlines Limited (hereinafter referred to as "SLA"), hereby requests for proposals for the lease of up to five (5) Airbus A330 family aircraft on an operating lease basis with SLA for a term of 72 months.

The relevant documents and submission forms in relation to this Request For Proposals (RFP) are attached herewith.

All bids shall be submitted via email to asset@srilankan.com, indicating the RFP reference ENG/ALC/RFP/23/03 as the subject in compliance with Section I (Instructions to Bidders) 10.1(e) in this document, by 1400hrs Sri Lanka time (GMT + 0530) on 27th March 2023 (the deadline for submission of bids).

The Bid Acknowledgement Form attached to the document must be completed and returned by email to rfpinfo@srilankan.com.

Any inquiries or clarifications about the RFP may be obtained by emailing to rfpinfo@srilankan.com on or before 23rd March 2023.

The bids will be opened at 1415hrs Sri Lanka time (GMT + 0530) on 27th March 2023 electronically by SLA unless otherwise indicated through an addendum to this RFP. Parties intending to participate in the bid opening shall inform their intention by email to rfpinfo@srilankan.com in advance.

Bids which minimise SLA's exposure on major maintenance events (such as engines, landing gear) and modification of cabin to SLA's preference during the lease term will have an advantage in the evaluation.

Yours Faithfully,

Chairman,
Standing Cabinet Appointed Procurement Committee

Summary of the Opportunity

The following section is provided as a reference for the convenience of the bidders and shall not supersede any of the information contained in the specific sub-sections of this document.

OVERVIEW OF RFP

SriLankan Airlines Limited, a limited liability company incorporated under the Companies Act of Sri Lanka, bearing registration number PB 67 and whose registered office is at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka, hereby invites to submit proposals for the lease of up to five (5) Airbus A330 family aircraft on an operating lease basis with SLA for a term of 72 months.

RFP Reference	ENG/ALC/RFP/23/03
Issue Date	13 th March 2023
Bid Submission Deadline	27 th March 2023
Closing Time	1400hrs Sri Lanka Standard Time (GMT + 0530)
Validity Period of Proposal Submission	120 Days from the Bid Submission Deadline

The summarized information of the aircraft being sought is as below – with detailed information set-out in Section III.

Aircraft Types	Airbus A330-200, A330-300
Aircraft Condition	Used
Delivery	Year 2023 or thereabout, as defined in Section III
Maximum Age	Up to 15 years of age on the date of delivery to SLA
Lease Term	72 months

PROPRIETARY INFORMATION

SLA considers this Request for Proposals document and all related information, either written or verbal, which is provided to the respondents, to be proprietary to SLA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish or otherwise divulge this specification or related information to any third party without the prior written consent of SLA.

Section I. Instructions to Bidders (ITB)

The ITB shall be read in conjunction with the section II, Bidding Data Sheet (BDS), which shall take precedence over ITB in case of a discrepancy.

Section I: Part I General

1. Scope of Bid

- 1.1. SLA intends to obtain on operating lease up to five (5) wide-body aircraft of Airbus A330 family for delivery within year 2023 (or thereabout), suitable for its operation as defined in more detail in the BDS. Accordingly, SLA wishes to request for proposals from eligible Bidders who are able to meet the requirements for the proposed transaction.

SLA will consider offers for any number of aircraft up to five (5) units, where the proposal may be provided for one or more aircraft in any combination of aircraft types listed in the BDS:

- 1.2. Throughout these Bidding Documents (this RFP plus any addendum issued thereafter):

- a) The term “in writing” means communicated in written form by e-mail with proof of receipt;
- b) If the context so requires, “singular” means “plural” and vice versa;
- c) “day” means calendar day; and
- d) The term “Bidder” means the party offering aircraft for SLA under this RFP.

2. Ethics, Fraud and Corruption

- 2.1. The attention of the bidders is drawn to the following procurement guidelines of SLA:

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

- 2.2. SLA requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an 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 SLA to establish bid prices at artificial, non-competitive levels; and
- d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. SLA will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices as stipulated in ITB Clause 2.2, in competing for the RFP.

3. Eligible Bidders

3.1. All Bidders shall possess legal rights for the proposed transaction under this RFP.

3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a 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 that have been engaged by SLA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the proposed transaction under these Bidding Documents; or
- b) submit more than one bid in this bidding process for the same aircraft. However, this does not limit any potential Bidder to submitting separate bids for more than one aircraft for SLA’s consideration.

4. Eligible Goods and Related Services (Proposed transaction)

4.1. All the Goods and Services rendered (proposed transaction) under this RFP shall comply with applicable standards stipulated by SLA under Section III, Schedule of Requirements.

Section I: Part II Contents of Bidding Documents

5. Sections of Bidding Documents

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

- a) Request For Proposals
- b) Section I – Instructions to Bidders (ITB)
- c) Section II – Bidding Data Sheet (BDS)
- d) Section III – Schedule of Requirements
- e) Section IV – Bidding Forms
- f) Section V – Special Conditions of Contract & Delivery Conditions

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

6. Clarification of Bidding Documents

6.1. A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SLA in writing at SLA's e-mail address specified in the BDS. SLA will respond in writing to any request for clarification, provided that such request is received no later than seven (7) calendar days prior to the deadline for submission of bids. Should SLA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 7 of ITB.

7. Amendment of Bidding Documents

7.1. SLA reserves the right to amend the Bidding Documents at any time prior to the Bid Submission Deadline by issuing an addendum.

7.2. Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SLA website and will be communicated to prospective bidders who have forwarded the Bid Acknowledgement Form.

7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SLA may, at its discretion, extend the deadline for the submission of bids, pursuant to Sub-Clause 22.1 of ITB.

Section I: Part III Preparation of Bids

8. Cost of Bidding

8.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and SLA shall not be responsible or liable for any cost in whatsoever manner, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

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

10. Documents Comprising the Bid

10.1. The Bid shall comprise of the following documents:

- FORM-01: BID ACKNOWLEDGEMENT FORM
- FORM-02: BID SUBMISSION FORM
- FORM-03: BID SECURITY DECLARATION FORM
- FORM-04: TECHNICAL PROPOSAL FORM
- FORM-05: FINANCIAL PROPOSAL FORM
- Any other document as required in this ITB.

11. Bid Submission Form

11.1. The Bidder shall submit the bid using the forms furnished in Section IV, Bidding Forms. **The forms must be completed without any alterations to their format, and no substitutes shall be accepted.** All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1. Alternative bids shall not be considered for the same aircraft. Alternative bids for different aircraft bearing a different MSN (Manufacturer Serial Number) from the same Bidder will be considered.

13. Bid Prices and Discounts

- 13.1. The Bidder shall indicate on the Financial Proposal the rates for the aircraft it proposes to supply under this RFP.
- 13.2. Any financial concessions/discounts offered against any single aircraft in the Financial Proposal shall be included in the unit price of the item. However, if a Bidder wishes to offer a concession/discount as a lot, the Bidder may do so by indicating such amounts appropriately.
- 13.3. As stated in Sub-Clause 1.1 of ITB, bids are being invited for an individual contract 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 proposal and to 100% of the quantities specified for each item. Bidders wishing to offer any price reduction (concession/discount) for the award of supplying more than one aircraft shall specify the applicable price reduction separately.
- 13.4. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not be subjected to variation unless otherwise specified in the Financial Proposal.
- 13.5. All items must be listed and priced separately in the Financial Proposal. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

14. Currencies of Bid

- 14.1. All prices shall be quoted in USD.

15. Documents Establishing the Eligibility of the Bidder

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

16. Documents Establishing the Conformity of the Goods and Related Services (proposed transactions)

- 16.1. To establish the conformity of the offered aircraft to the Bidding Documents, the Bidder shall furnish documentary evidence that the offered aircraft conform to Section III, Schedule of Requirements and details required per "FORM-04: TECHNICAL PROPOSAL FORM".
- 16.2. The documentary evidence may be in the form of certified statements, manuals or drawings and shall consist of a detailed item-by-item description of the essential technical and performance characteristics.

17. Documents Establishing the Qualifications of the Bidder

17.1. The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, to SLA's satisfaction:

- a) A Bidder offering a proposal(s), shall demonstrate that it has been duly authorized by the relevant authorities, having the legal right to sign the lease agreement for the aircraft being offered;
- b) That the Bidder meets each of the qualification criterion specified under this Bidding Document; and
- c) Bidder or its guarantor shall have, and maintain for the duration of the Lease Term, a minimum tangible net worth of at least US\$ 20 million. The Bidder shall furnish audited financial statements for the past 03 years and in the event of a newly established company, audited financial statements for the Holding Company for the same period or a Certificate of Net Worth certified by an external auditor of a reputed audit firm.
- d) The above list is not exhaustive. SLA reserves the right to request for additional documentation and information as required. Documents provided shall be verified for authenticity.

18. Period of Validity of Bids

18.1. Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by SLA as non-responsive.

18.2. In exceptional circumstances, prior to the expiration of the bid validity date, SLA 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 Clause 19 of ITB, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security

19.1. The Bid Security shall be provided in the form prescribed in FORM-03: "BID SECURITY DECLARATION FORM".

19.2. Any bid not accompanied by a substantially responsive "FORM-03: BID SECURITY DECLARATION FORM" may be rejected by SLA as non-responsive.

20. Format and Signing of Bid

- 20.1. The Bidder shall prepare originals of all the documents comprising the bid as described in Clause 10 of ITB.
- 20.2. The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. For the benefit of the Bidder, scanned versions of the original documents are accepted.
- 20.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Section I: Part IV Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

21.1. Bidders shall submit their bids by e-mail only.

21.2. The e-mail shall:

- a) Bear the name and the address of the Bidder entity; and
- b) Be addressed to the Chairman of Standing Cabinet Appointed Procurement Committee; and
- c) Bear the specific identification of this bidding process as indicated in the Request For Proposal; and
- d) If the e-mail is not received to the intimated e-mail address or conditions in 21.2 is not followed, SLA will bear no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1. Bids must be received by SLA at the designated e-mail address and no later than the date and time specified in the BDS.

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

23. Late Bids

23.1. SLA shall not consider any bid that arrives after the deadline for the submission of bids in accordance with Clause 22 of ITB. Any Bid received by SLA after the deadline for submission of bids shall be declared late and rejected.

24. Withdrawal, and Modification of Bids

24.1. A Bidder may withdraw or modify its bid after it has been submitted by sending a written notice through e-mail in accordance with Clause 21 of ITB, duly signed by an authorized representative, and shall include a copy of the authorization to do so in accordance with Sub-Clause 20.2 of ITB. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a) Submitted in accordance with Clauses 20 and 21 of ITB, and in addition, the respective e-mail shall be clearly marked "WITHDRAWAL" or "MODIFICATION", along with the RFP name and RFP reference number; and
- b) Received by SLA prior to the deadline prescribed for submission of bids in accordance with Clause 22 ITB.

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

25. Bid Opening

25.1. SLA shall conduct the bid opening at the address, date and time specified in the BDS.

25.2. Following details of each bid shall be read out in front of all the participants present during the bid opening:

- a) Bidder's name
- b) Bids offered for Aircraft Type
- c) Bidder's status (i.e. Owners, Operators, Leasing Companies etc.)
- d) Number of aircraft offered with the delivery schedule

25.3. Initially, e-mails marked "WITHDRAWAL" shall be opened and read out and the e-mail with the corresponding bid may be opened at the discretion of SLA. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal at bid opening. E-mails marked "MODIFICATION" shall be opened with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification. Only e-mails that are opened at bid opening shall be considered further.

25.4. All other e-mails shall be opened one at a time, paying attention to the name of the Bidder and whether there is a modification; the bid prices, including any discounts and alternative offers; the presence of Bid Security Declaration; and any other details as SLA may consider

appropriate. Only discounts and alternative offers that were made present at the time of bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with Sub Clause 23.1 of ITB.

25.5. SLA shall prepare a record of the bid opening which 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 Bid Security Declaration.

26. Confidentiality

26.1. Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, until publication of the contract award.

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

26.3. Notwithstanding Sub-Clause 26.2 of ITB, if any Bidder wishes to contact SLA on any matter related to the bidding process, from the time of bid opening to the time of contract award, it should do so in writing.

27. Clarification of Bids

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

28. Responsiveness of Bids

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

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

28.3. 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 (proposed transactions) specified in the Contract; or

- b) limits in any substantial way, inconsistent with the Bidding Documents, SLA'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.

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

29. Non-conformities, Errors, and Omissions

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

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

29.3. Provided that the bid is substantially responsive, SLA 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 SLA 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.

29.4. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.

30. Preliminary Examination and Evaluation of Bids

30.1. SLA shall examine the bids to confirm that all relevant documentation requested in Clause 10 of ITB has been provided, and to determine the completeness of each document submitted.

30.2. SLA 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) FORM-02: BID SUBMISSION FORM
- b) FORM-03: BID SECURITY DECLARATION FORM
- c) FORM-04: TECHNICAL PROPOSAL FORM
- d) FORM-05: FINANCIAL PROPOSAL FORM

30.3. SLA shall carry out the preliminary evaluation of bids subject to the following Minimum Eligibility Criteria.

- a) Aircraft age up to 15 years of age at delivery, or otherwise acceptable to CAASL conditions. (Where "Acceptable to CAASL conditions" means complying to Civil Aviation Authority of Sri Lanka's import conditions or exemptions granted).

30.4. SLA shall additionally require the bidders to provide the following information in order to verify the authenticity of their offers. The bidders may provide this information along with their bid submission, or upon request by SLA during the bid evaluation stage.

- a) Bidder or its guarantor shall have, and maintain for the duration of the Lease Term, a minimum tangible net worth of at least US\$20 million. The Bidder shall furnish audited financial statements for the past 03 years and in the event of a newly established company, audited financial statements for the Holding Company for the same period or a Certificate of Net Worth certified by an external auditor of a reputed audit firm.
- b) Authorization from the owner of the aircraft for the bidder to submit a bid to dry lease the aircraft and assurance that the owner agrees to enter into a lease agreement with SLA on the terms submitted by the bidder.
- c) Information relating to existing financial arrangements/mortgage/liens on the aircraft (whether the aircraft is under a mortgage etc)

30.5. The above list is not exhaustive. SLA reserves the right to request for additional documentation and information as required. Documents provided shall be verified for authenticity. If the bidder is selected, the contract execution may take place only after SLA is satisfied as to the authenticity of the offer based on information furnished above.

30.6. Bids that are found to be substantially responsive through the preliminary examination and evaluation of bids shall be considered for the technical evaluation stage as per ITB Clause 31.

31. Technical Evaluation of bids

- 31.1. SLA shall examine the bids submitted to confirm that all terms and conditions specified in Section V, Schedule of Requirement have been accepted by the Bidder without any material deviation or reservation.
- 31.2. SLA shall evaluate the technical aspects of the bid submitted in accordance with Clauses 10, 16 and 17 of ITB, 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 unless otherwise specified in Section V, Schedule of Requirements.
- 31.3. If, after the examination of the terms and conditions and the Technical Evaluation, SLA determines that the bid is substantially responsive in accordance with ITB Clause 28, SLA shall proceed to the financial evaluation per ITB Clause 33.
- 31.4. If the determination is that the bid is not substantially responsive in accordance with ITB Clause 28, SLA shall reject the Bid.

32. Conversion to Single Currency

- 32.1. Not applicable.

33. Financial Evaluation of Bids

- 33.1. SLA shall carry out the financial evaluation of each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2. To carry out the financial evaluation of a bid, SLA shall only use all the factors, methodologies and criteria defined in Clause 33 of ITB.
- 33.3. SLA's financial evaluation of bids will focus primarily on the following factors together with any other economic condition that would have an effect on total program cost and expected revenue generation for specified aircraft type:
 - a) Lease rental
 - b) Major maintenance cost exposure of airframe, engines, landing gear & APU throughout the lease term
 - c) Reimbursement and clearing of maintenance reserves balances / end of lease adjustment in lieu of maintenance reserves
 - d) Assumed fuel costs and any other relevant operating costs of the aircraft
 - e) Security Deposit / Letter of Credit (LC)

- f) Estimated induction cost as per the proposed delivery terms stated in the bid and to meet the operational requirements of SriLankan Airlines
- g) Estimated redelivery cost as per the proposed redelivery terms stated in the bid
- h) Any financial concessions offered on existing leases
- i) Cost of modifications, if applicable
- j) Forecast revenue to be generated from the Aircraft
- k) Any other relevant expenses predicted to occur during the lease term

33.4. SLA's financial evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 33.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of the proposed transaction.

34. Comparison of Bids

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

35. Post qualification of the Bidder

35.1. SLA shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

35.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

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

36. SLA's Right to accept Any Bid, and to Reject Any or All Bids

36.1. SLA 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 incurring any liability to Bidders.

Section I: Part V Award of Contract

37. Award Criteria

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

38. SLA's Right to Vary Quantities at Time of Award

38.1. At the time the Contract is awarded, SLA reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements.

39. Notification of Award

39.1. Prior to the expiration of the period of bid validity, SLA shall notify the successful Bidder, in writing, that its bid has been accepted.

39.2. Until a Lease Agreement is executed, the notification of award shall constitute a binding obligation.

39.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 41, SLA will promptly notify each unsuccessful Bidder and will discharge its bid security (if applicable), pursuant to ITB Clause 19.4.

40. Signing of Letter of Intent (LOI)

40.1. Upon providing the notification of award, both parties shall enter into a LOI with terms and conditions in line with Section V – "Special Conditions of Contract & Delivery Conditions".

41. Performance Security

41.1. Signed LOI and terms and conditions therein shall fulfil the requirement of Performance Security.

41.2. Failure of the successful Bidder to sign the LOI shall constitute sufficient grounds for the annulment of the award. In that event, SLA may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SLA to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the RFP: Name of the RFP: REQUEST FOR PROPOSALS FOR OPERATING LEASE OF UP TO FIVE WIDE-BODY AIRCRAFT Identification Number: ENG/ALC/RFP/23/03
	B. Contents of Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only: <u>SLA contact details</u> Aircraft Lease Contracts team – rfpinfo@srilankan.com
	C. Preparation of Bids
ITB 10.1 (e)	The Bidder shall submit the following documents detailed in section V. <ul style="list-style-type: none"> i. FORM-01: BID ACKNOWLEDGEMENT FORM ii. FORM-02: BID SUBMISSION FORM iii. FORM-03: BID SECURITY DECLARATION FORM iv. FORM-04: TECHNICAL PROPOSAL FORM v. FORM-05: FINANCIAL PROPOSAL FORM vi. Any other document as required in this ITB.
ITB 18.1	The bid shall be valid till 25 th July 2023 (for 120 days from the bid closing date)
ITB 19.2	The Bid Security shall be provided in the form prescribed in FORM-03: “BID SECURITY DECLARATION FORM”
	D. Submission and Opening of Bids

ITB 21.2(c)	Email shall bear the following identification marks: "REQUEST FOR PROPOSALS FOR OPERATING LEASE OF UP TO FIVE WIDE-BODY AIRCRAFT - RFP No: ENG/ALC/RFP/23/03"
ITB 22.1	For bid submission purposes, SLA's address is: asset@srilankan.com Attention: Chairman of Procurement Committee The deadline for the submission of bids is: Date: 27 th March 2023 Time: 1400 hrs. (SL time) (GMT + 5:30)
ITB 25.1	The bid opening shall take place at: Address: SLA, Airline Center, Bandaranaike International Airport, Katunayake Date: 27 th March 2023 Time: 1415 hrs. (SL time) (GMT + 5:30)
	E. Evaluation and Comparison of Bids
ITB 33.4	The following factors and methodology will be used for evaluation: Stage 1: Preliminary examination and evaluation of bids. Stage 2: Technical evaluation. Stage 3: Financial evaluation.

Section III. Schedule of Requirements

Number of Aircraft:	Up to Five (5) Airbus A330 Family Aircraft
Aircraft Types:	Airbus A330-200 (preferred MTOW: 233T and above) Airbus A330-300 (preferred MTOW: 238T and above)
Indicative Delivery Schedule*:	#1: May-2023 #2: May-2023 #3: Aug-2023 #4: Aug-2023 #5: Nov-2023
Seating Configuration:	Configured in a two-class layout consisting of Business (lie-flat or flat-bed seats) and Economy class seating with in-seat IFE meeting SLA requirements. Option of lessor reconfiguring the Aircraft to SLA's desired cabin layout as referred in Annexure A may be considered.
Vintage:	Aircraft age up to 15 years of age at the time of delivery
Lease Period:	72 months
Galley / Lavatory / Cabin Attendant Seats & Emergency Equipment Configuration	Shall be capable of catering for the maximum number of passengers in cabin equivalent to a full-service international Airline standard.
Assumed Annual Average Utilization:	4,750 flight hours and 1,000 flight cycles per Aircraft. Offered Aircraft shall be capable of continued operation without limitation on any defined Airframe Service Goal limitation throughout the lease term.

*SLA is open to consider alternate delivery dates which would fall closer to the specified Delivery Schedule.

Engine types other than Rolls-Royce Trent 700 will be considered only if the engines are enrolled in an OEM power-by-hour maintenance agreement – or the lessor agrees to provide substitution engines in-lieu of a shop visit event.

Section IV. Bidding Forms

FORM-01: BID ACKNOWLEDGEMENT FORM

FORM-02: BID SUBMISSION FORM

FORM-03: BID SECURITY DECLARATION FORM

FORM-04: TECHNICAL PROPOSAL FORM

FORM-05: FINANCIAL PROPOSAL FORM

Section V – Special Conditions of Contract & Delivery Conditions

The details of SLA's requirements of the lease contract are given below. The LOI and subsequent Lease Agreement between SLA and the Bidder will be based on the following.

At the time the Contract is awarded, SLA reserves the right to determine the applicability of conditions specified under this Section V based on the selection of aircraft.

Section V: Part I Special Conditions of Contract

Delivery/Redelivery Location:

The delivery of aircraft shall take place at a location as mutually agreed between Bidder and SLA. Redelivery location of the aircraft shall be mutually agreed between Bidder and SLA .

Cabin Modification:

Based on the current cabin configuration of the aircraft, if SLA determines a cabin modification is required for SLA operation, Bidder shall agree to fund the cabin modification per Financial Proposal.

AD / SB Cost Sharing:

In case an Airworthiness Directive, Alert Service Bulletin or Mandatory Service Bulletin, applicable to the leased aircraft with compliance date falling within the period of the Lease, it will be done on cost sharing basis.

Aviation Authority Requirements:

Aircraft must comply with the airworthiness and operational requirements of EASA and CAASL requirements prior to the delivery of the Aircraft. SLA shall ensure that all EASA and CAASL requirements are followed in the operation of the aircraft during the lease term and at return.

Extension to the Lease Period:

SLA shall have an option to extend the lease period beyond the expiry of initial lease term.

Taxes:

All payments made by Lessee under the Lease shall be made free and clear of all taxes and duties, including but not limited to withholding tax, sales, use and excise tax, stamp and import duty, VAT and income tax. Lessor and/or the indemnitee(s) shall use reasonable efforts to mitigate any such taxes including by means of substituting another Lessor entity or altering the jurisdiction of the Lessor.

Where a Tax Avoidance Agreement (Double Taxation Treaty) exists between the respective countries of SLA and the Bidder; and SLA is obliged by law to deduct taxes against payments to the Bidder, SLA will bear the tax incidence and shall make gross payments to the Bidder, without any deduction of tax chargeable in Sri Lanka. However, the Bidder undertakes to pass on the benefit of tax credit obtained under the relevant clauses of the tax treaty to SLA, after filing of income tax return in its country, on the basis of proof of taxes paid by SLA on behalf of the Bidder in Sri Lanka.

In the absence of such tax treaty, SLA shall deduct the amount of applicable taxes from payments due to the Bidder and deposit the same with taxation authorities in Sri Lanka and shall make gross payments to the Bidder, without any deduction of tax chargeable in Sri Lanka.

All other taxes, duties, levies and imposts arising from or relating to such payments outside Sri Lanka shall be borne by the Bidder.

Insurance:

In compliance with SLA procurement policies, SLA require insuring all its assets and Insurance coverage is obtained through an annual competitive bidding process. SLA shall ensure that such insurances shall be carried with such insurers and through such brokers of recognized standing who regularly participate in aviation insurance markets, or such other brokers as mutually agreed upon by the Bidder and SLA. Bidder and SLA understand and agree that such insurances may be placed with an Insurance Company based in Sri Lanka and reinsured with such insurers and through such brokers of recognized standing who regularly participate in aviation insurance markets. SLA further agrees that such insurances shall reflect prudent practices in the international aviation insurance market for major Western European or U.S. air carriers operating the same type of aircraft as the Aircraft on similar routes.

SLA Aviation Insurance policy will cover Aircraft third party, passenger, baggage, cargo, mail and aviation general third-party legal liability for a combined single limit of not less than USD1,000,000,000 in respect of wide-body aircraft any one occurrence and in the aggregate in respect of products.

Quiet Enjoyment:

Bidder shall agree that so long as no event of default under the Lease Agreement has occurred and is continuing, neither Bidder nor any other party claiming through Bidder, shall take or permit to be taken any action contrary to the SLA's right to quiet enjoyment of, the continuing possession, use and operation of the Aircraft during the Lease Period. Bidder shall provide a similar undertaking from each of its financing parties and head lessor, if any.

Early Termination of Leases:

In compliance with governmental guidelines on SLA procurement policies which relates to aircraft Leases, SLA require that an early termination provision is available on all future Lease

Agreements. As such, an appropriate early termination provision shall be available in the Lease agreement.

Technical Dispute:

If there is a dispute between the Bidder and SLA (a “Technical Dispute”) as to whether the Aircraft meets or will meet conditions under the Lease Agreement, an appropriately qualified technical expert shall be appointed acceptable to both parties (the “Technical Adjudicator”) to physically inspect the Aircraft or Technical Documents to determine whether the Aircraft meets conditions under the Lease Agreement. The Technical Adjudicator will be instructed to provide a written statement (with relevant supporting details) to each of Bidder and SLA, which, as between Bidder and SLA will be conclusive, confirming whether the Aircraft meets the conditions under the Lease Agreement and giving reasons for such determination. If the Technical Adjudicator determines that the Aircraft does not meet the conditions under the Lease Agreement, SLA shall take such steps as may be necessary to rectify any discrepancy and/or non-conforming item specified in the Technical Adjudicator’s statement to enable the Aircraft to be in compliance with the conditions under the Lease Agreement. The cost of the Technical Adjudicator shall be shared equally between Bidder and SLA provided that:

the Technical Adjudicator determines that the Aircraft does not or will not meet the conditions under the Lease Agreement in which case the cost shall be borne solely by SLA; or

the Technical Adjudicator determines that the Aircraft will meet the conditions under the Lease Agreement in which case the cost shall be borne solely by Bidder.

Section V: Part II SLA Delivery Conditions

Aircraft:

The aircraft shall be clean, serviceable, free from leaks and fresh out of the next sequential scheduled systems/zonal/structural ‘C’ check (as per the latest revision of MPD including all CPCP, aging aircraft and out-of-sequence inspections that would clear the Aircraft as a minimum of 12,000 Flight Hours, 8,000 Flight Cycles and 36 months) and including all lesser level Checks sufficient to clear the Aircraft for operation for the next ‘C’ check. The Aircraft shall be in compliance with all MPD tasks due up to next sequential “C” check.

Engines:

All Engine Life Limited Parts (LLPs) shall have a sufficient remaining life such that they are not due for replacement before Engine anticipated shop visit in accordance with the overhaul and maintenance manual of the Engine manufacturer. All Engine Life Limited Parts will be supported by certification documentation necessary to demonstrate full “back to birth” traceability. No engine shall have ‘on watch’ items. A maximum power assurance run will be carried out on each Engine following completion of the delivery check. Following the Acceptance Flight, a video recorded

borescope of all modules in each of the Engines will be carried out IAW the Aircraft Maintenance Manuals.

Landing Gear:

Each LLP within the Landing Gear shall have at least the same number of cycles, hours or calendar days remaining as the remaining life of the Landing Gear for overhaul.

Auxiliary Power Unit (APU):

The APU shall be serviceable and operating with all air and temperature outputs in the normal range. Following the acceptance flight, a video recorded borescope of the APU will be carried out. No Life Limited Part of the APU shall become due before its next scheduled removal. All APU Life Limited Parts will be supported by certification documentation necessary to demonstrate full "back to birth" traceability.

Components:

All Parts fitted to the Aircraft that are controlled by both part number and serial number shall have EASA Form One certification and in respect of Life Limited Parts, traceability back to birth, and including, original manufacturer certification. Bidder shall provide and substantiate TSN/CSN and TSO/CSO data for all time controlled and Life Limited Parts. All other "hard time" components shall have a remaining life such that their overhaul, shop visit, inspection or replacement as per MPD is not due till next Check "C" (forward clearance of as a minimum of 12,000 Flight Hours, 8,000 Flight Cycles and 36 months. If component has overhaul, shop visit, inspection or replacement interval less than next due Check "C" then such component shall be fresh from overhaul, shop visit, inspection or replacement. All components that are "on condition" or "condition monitored" shall be in serviceable condition.

Configuration & Interior:

The interior configuration will accommodate the agreed cabin lay out. The galley floor coverings, carpets, seat covers and seat bottom cushions shall be clean and in good condition. Entertainment/ connectivity systems shall be demonstrated to be fully functional. Galley equipment (coffee makers, ovens, hot cups, etc.) shall be functionally checked and working in accordance with manufacturers specifications. Overhead bins, ceiling and side wall panels shall be clean, serviceable and in good condition. Seats, galleys and lavatories shall be clean, serviceable and in good working condition.

Mandatory Requirements:

- Cockpit Door Locking System (CDLS)
- Cockpit Door Surveillance System (CDSS)

- EASA approved cabin configuration and LOPA
- EASA Air OPS compliance
- 180 mts. ETOPS compliance
- Qty. 2 HF Transceiver
- SSDFDR – 1024 words/sec (with 90 days ULB)
- SSCVR (2 hrs. recording with 90 day ULB)
- ADS-B Out (Compliant to DO-260B std.)
- ED112 Compliance (Only applicable for Aircraft manufactured after 01/01/2016)
- 8.8 kHz \pm 1 kHz underwater locating beacon attached to the A/C structure
- At least one Emergency Location Transmitter (ELT) with GPS capability (Only applicable for Aircraft of which first Certificate of Airworthiness has been issued after 1st January 2021)

Cargo Compartment:

Cargo linings shall be free of holes, dents, gouges and Cargo nets shall be in good condition with no tears or frayed areas.

Certification and Export:

The Aircraft shall be in full compliance with applicable Type Certificate Data Sheets, delivered with an Export Certificate of Airworthiness issued by the Aviation Authority of registration in such condition as to be immediately eligible for issuance of a Certificate of Airworthiness from the Civil Aviation Authority of Sri Lanka (CAASL).

Airworthiness Directives (AD):

Each AD and effective on or prior to delivery shall have at least 12 months, 1500FC & 7500FH remaining to next required compliance and shall have been complied with on a terminating action basis if such option is available. An AD cost sharing mechanism to be provided by bidder for any ADs falling beyond the Date of Delivery. Any such AD having a limit less than the above stated limits shall have been freshly accomplished.

SLA may, at its own discretion, accept bids for Aircraft with AD compliance of less than 12 months subject to the bidder agreeing to provide the relevant materials and kits for accomplishment of the

AD prior to the due date, with a rental waiver for the period of grounding required to accomplish such AD.

Aircraft Inspection:

SLA or its representatives should be allowed for physical inspection of the Aircraft so as to conduct the following:

- Inspection of the Manuals and Technical Records;
- Inspection of the Cabin
- Inspection of the Aircraft Structure and Parts, and access to inspect the Heavy Maintenance check (C Check / 6Y H MV) prior to Delivery if any;
- Inspection of the Engines & APU including without limitation:
 - A Video Borescope inspection as per AMM
 - Engine Max Performance Assurance Run

Demonstration Flight:

Delivery will be subject to satisfactory completion of a demonstration flight based on the manufacturer's acceptance flight profile for new/used Aircraft, including post-flight borescope test of engines, at the expense of bidder. SLA's representatives shall be entitled to be on board as observers.

Aircraft Acceptance:

Aircraft will be accepted after finding all airworthiness records and other requirements as mentioned in Section V: Part II satisfactory to SLA's requirement.

Records:

Records shall conform to EASA regulations and CAASL standard in form and content.

**REQUEST FOR PROPOSALS FOR UP TO FIVE WIDE-BODY AIRCRAFT
RFP REFERENCE NO: ENG/ALC/RFP/23/03**

**ALL BIDDERS SHALL COMPLETE AND RETURN THIS BID ACKNOWLEDGEMENT FORM
TO rfpinfo@srilankan.com .**

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

Download of your **RFP No: ENG/ALC/RFP/23/03** is hereby acknowledged

You may expect to receive our proposal on or before

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

We do not intend to submit a proposal because

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

Signed :

Title :

Company :

Date :

FORM-02: 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]

Name of RFP: REQUEST FOR PROPOSALS FOR OPERATING LEASE OF UP TO FIVE WIDE-BODY AIRCRAFT

RFP No: ENG/ALC/RFP/23/03

To: SriLankan Airlines Limited

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda No: *[insert the number and issuing date of each Addenda if any]*;

We offer to supply in conformity with the Bidding Documents and supply of Aircraft in accordance with the Delivery Schedules specified in the Schedule of Requirements and per **“FORM-04: TECHNICAL PROPOSAL FORM”**;

The unit price/total price of our Bid, including any discounts offered is as per attached **“FORM-05: FINANCIAL PROPOSAL FORM “**;

We commit to the performance security per attached **“FORM-03 BID SECURITY DECLARATION FORM”** and in accordance with ITB Clause 41 for the due performance of the subsequent contract;

Our bid shall be valid till 25 July 2023, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

We have no conflict of interest in accordance with ITB Sub-Clause 3.2;

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.

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

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

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

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

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

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

FORM-03: BID SECURITY DECLARATION

[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets]

To: *SriLankan Airlines Limited*

Name of RFP: REQUEST FOR PROPOSALS FOR OPERATING LEASE OF UP TO FIVE WIDE-BODY AIRCRAFT

RFP No: ENG/ALC/RFP/23/03

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

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 been invited by *SriLankan Airlines Limited*, for the period of three years from the date set for closing of this bid, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (c) having been notified of the acceptance of our bid by SLA, during the period of bid validity, if fail or refuse to execute the subsequent contract , or
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 SLA’s notification to the Bidder that the bidder was unsuccessful; or
 - (ii) twenty-eight days after the expiration of our bid unless otherwise revalidated.
4. We understand that if we are a joint venture company (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]

FORM-04: TECHNICAL PROPOSAL FORM

The bidder shall submit the Technical Proposal under one of the following methodologies;

- A. Submission of the Asset Detailed Specification – along with the information required below - for each aircraft offered
- OR-
- B. Submission of the duly completed FORM-04(B) for each aircraft offered

OPTION “A”

Submission of the latest Asset Detailed Specification (‘Spec’) – along with the following information - for each aircraft offered

- I. Aircraft LOPA at delivery to SLA, including Emergency Equipment Layout, information on seat models and IFE installed – along with images of seats
- II. Avionics Inventory List (if not included in the Spec)
- III. Engine LLP summary sheets with life details (if not included in the Spec)
- IV. Galley Layouts & Galley Loose Items List (if not included in the Spec)
- V. Installed Component summary list (if not included in the Spec)
- VI. Details of all remaining assignable warranty packages for airframe and engines
- VII. Completion of the following table

Key Technical Information	
Type and Model:	
MSN:	
EFB (CLASS II or CLASS III)	Class _____
LOW VISIBILITY CAPABILITY UPTO AND INCLUDING CAT IIIB	YES/NO
RVSM	YES/NO
NAVIGATION: RNP APCH (0.3), RNAV 10 (RNP10), RNAV5 (RNP5), BRNAV, RNAV 1, RNAV 2, RNP 1, RNP 2, RNP 4 compliance	YES/NO
ACARS	YES/NO
ADS B 'IN' and ADS B 'OUT'	YES/NO
CPDLC	YES/NO
SATCOM	YES/NO
HEPA filter installed	YES/NO
22 mins Pax O2 system installed	YES/NO
Brake Cooling Fans	YES/NO
Fuel Jettisoning Capability	YES/NO
Escape path marking system (EEPMS) type:	
No. of ovens	
No. of water boilers/ coffee makers	

OPTION “B”

Submission of the following duly completed form for each aircraft offered

This FORM-04(B) “TECHNICAL PROPOSAL FORM” shall be filled by the bidder for each of the Aircraft offered.

(a) Aircraft Availability

Aircraft Identification	
Manufacturer:	
Type and Model:	
Serial Number:	
Date of Manufacture:	
Anticipated date of delivery to SLA:	
Anticipated delivery Location:	

(b) Product/Spare Support Package

Details of all remaining assignable warranty packages for airframe and engines shall be annexed to this Technical Proposal.

(c) Compliance with SLA Requirements

The Aircraft’s compliance against the SLA mandatory requirements will initially be evaluated based on information furnished in the following section. Aircraft which satisfy the mandatory requirements (in the form of either already in compliance, or bidder willing to facilitate the modification) shall proceed to the detailed technical evaluation listed under SECTION VI – EVALUATION CRITERIA Table 1: Technical Evaluation Criteria. If a bidder has indicated agreement to reconfigure an aircraft to SLA’s preferred cabin layout, then that cabin layout will be used for the following evaluation. Refer Annexure A for SLA’s preferred cabin layout details. SLA has the discretion to accept bids with marginal variations from SLA’s preferred configurations.

Please indicate the availability of required functionalities in the below table with an ‘X’ in the applicable column. Detailed aircraft specification section will follow subsequent to below table.

Item	Description	Category	Compliance:		
			Available	No	Willing to fund/perform modification
1	Cockpit Door Locking System (CDLS)	Mandatory			

Item	Description	Category	Compliance:		
			Available	No	Willing to fund/perform modification
2	Cockpit Door Surveillance System (CDSS)	Mandatory			
3	EASA approved cabin/LOPA (Includes all changes and modification)	Mandatory			
4	Aircraft must comply with the airworthiness and operational requirements of EASA including Air OPS	Mandatory			
5	Qty. 2 HF Transceiver	Mandatory			
6	SSDFDR – 1024 words/sec (with 90 days ULB)	Mandatory			
7	SSCVR (2 hrs. recording with 90-day ULB)	Mandatory			
8	ADS-B Out (Compliant to DO-260B std.)	Mandatory			
9	ED112 Compliance (Aircraft Manufactured after 01/01/2016)	Mandatory			
10	8.8 kHz \pm 1 kHz underwater locating beacon attached to the A/C structure	Mandatory			
11 (A)	First Certificate of Airworthiness issued before 1 Jan 2021: At least 1 ELT with GPS capability	Preferred			
11 (B)	First Certificate of Airworthiness issued on or after 1 Jan 2021: At least 1 ELT with GPS capability	Mandatory			
12	Aircraft to be certified for ETOPS / EDTO WB-180 MINUTES	Mandatory			
13	There should be no history of usage of PMA parts and DER repairs on the offered engines L/G's, APU & Airframe critical parts	Mandatory			
14	Availability of Brake Cooling Fans	Mandatory			
15	CPDLC : FANS A+	Mandatory			
16	WB: Activation of the datalink ATSU / SSCVR - If FANS is installed after 2015	Mandatory			
17	FCPC Hardware STD Modified to 2K2 STD and FCDC	Mandatory			

Item	Description	Category	Compliance:		
			Available	No	Willing to fund/perform modification
	Software upgrade- (Applicable for A330-200 only)				
18	Semi-automatic cargo loading system	Mandatory			
19	LOW VISIBILITY – CAPABILITY UPTO AND INCLUDING CAT 3B	Mandatory			
20	RVSM	Mandatory			
21	NAVIGATION: RNP APCH (0.3), RNAV 10 (RNP10), RNAV5 (RNP5), BRNAV, RNAV 1, RNAV 2, RNP 1, RNP 2, RNP 4	Mandatory			
22	ACARS	Mandatory			
23	Cargo Ventilation & Heating System in Bulk cargo compartment	Mandatory			
24	Toilets, cabin crew and passengers Oxygen system - To be chemical oxygen system	Mandatory			
25	A330-200/: Minimum of six Galleys	Mandatory			
26	A330-300: Minimum of seven Galleys	Mandatory			
27	Airbus A330 aircraft: Minimum 10 Number of ovens	Mandatory			
28	Airbus A330 aircraft: Minimum 5 Number of water boilers or combination of water boilers & coffee makers	Mandatory			
29	Airbus A330 aircraft: Minimum BC - 2 Lav Minimum EY - 1 Lav per 50 pax	Mandatory			
30	In-flight Entertainment	Mandatory			
31	Availability of min 10 CA seats	Mandatory			
32	On-board Connectivity	Preferred			
33	15 knots tailwind operations at take-off and landing	Preferred			
34	Toilets, cabin crew and passengers Oxygen system - Oxygen supply to be sufficient for 22 minutes.	Preferred			

Item	Description	Category	Compliance:		
			Available	No	Willing to fund/perform modification
35	Escape path marking (EEPMS) & Exit Signs-non-electrical system	Preferred			
36	Availability of Flight and cabin crew rests	Preferred			
37	Availability of SATCOM	Preferred			
38	Availability of Flight Spare kit (FSK) Container	Preferred			
39	ADIRU with latest MAGVAR table	Preferred			
40	Installation of a third portable water tank on A330-300 only	Preferred			
41	Aircraft free from any major incidents	Preferred			
42	Availability of center tank (A330-300 only)	Preferred			
43	Airbus A330 aircraft: Business Class seat type -Flatbed with direct aisle-access	Preferred			
44					
45	Airbus A330 aircraft: Economy Class seat abreast -2-4-2 layout minimum seat pitch 32"/31"	Preferred			
46	Availability of stretcher provisions and medical outlet	Preferred			
47	Availability of Cabin Crew Rest area in AFT cabin (Curtain installation)	Preferred			
48	Availability of Flight crew rest area in BC cabin (Curtain installation optionally isolating 1 or 2 BC seats)	Preferred			
49	Availability of dual weight variant	Preferred			
50	Aircraft with RR Trent engines	Preferred			
51	Engines already covered under OEM PBH contract prior delivery / Bidder willing to induct the engines to an OEM PBH programme at own cost	Preferred			
52	On-wing life remaining engine to the next scheduled Refurbishment More than 4800 cycles, else - engine	Preferred			

Item	Description	Category	Compliance:		
			Available	No	Willing to fund/perform modification
	substitution provided at no cost to SLA				
53	Non-availability of operational restrictions/ limitations on engines in addition to the standard manufacturer recommendations.	Preferred			
54	No history of operating from a base, which is considered as a Harsh environment, from last Refurbishment/ Core restoration	Preferred			
55	Engine offered in the newer generation(Reliability and performance)	Preferred			
56	Landing Gear Maintenance – 72 Months or more remaining until next overhaul (per gear position)	Preferred			

(d) Aircraft Specifications as of (date) _____

Aircraft Identification	
Current Registration:	
Current Operator:	
Current Owner:	

Airframe Status			
Total Airframe Hours:			
Total Cycles (Landings):			
Validity of CoA:			
Next Weighing Due on:			
	Check 'C'	Check '6Y'	Check '12Y'
Last Accomplished date:			
Last Accomplished TSN/CSN:			
Next Due date:			
Next Due date TSN/CSN:			

Principal Operating Weights	
Maximum Taxi Weight:	
Maximum Take-Off Weight:	
Maximum Landing Weight:	
Maximum Zero Fuel Weight:	
Operating Empty Weight:	
Dual weight variants if any:	

Operational Compliance	
EDTO/ETOPS	_____ minutes
EFB (CLASS II or CLASS III)	Class _____
LOW VISIBILITY CAPABILITY UPTO AND INCLUDING CAT IIIB	YES/NO
RVSM	YES/NO
NAVIGATION: RNP APCH (0.3), RNAV 10 (RNP10), RNAV5 (RNP5), BRNAV, RNAV 1, RNAV 2, RNP 1, RNP 2, RNP 4 compliance	YES/NO
ACARS	YES/NO
ADS B 'IN' and ADS B 'OUT'	YES/NO
CPDLC	YES/NO
SATCOM	YES/NO
HEPA filter installed	YES/NO
22 mins Pax O2 system installed	YES/NO

Fuel Data	
Fuel Consumption per Block Hour (USG):	
Fuel Capacity Total (Liters/USG):	
Centre Tank availability (ACT)	YES/NO QTY: 01 / 02

Airframe Maintenance Program	
Check Type	Time Between Checks --- Hours/Cycles/Period
'A' or Equivalent	
'C' or Equivalent	
'6Y' or '12Y' Equivalent	

Airworthiness Directives Status*		
EASA AD falling due within next two years		
AD #	Description	Due Date
*Bidder will confirm the compliance of all EASA Airworthiness Directives, Alert or Mandatory Service Bulletins applicable to the Aircraft in line with Section V: Part I Special Conditions of Contract.		

Interior Configuration					
Current Passenger Seating:	QTY	Vendor	Model/make	Seat Pitch	Recline angle
BUSINESS CLASS					
ECONOMY CLASS					
IF AVAILABLE, DETAILS OF OTHER CLASSES. CLASS					
IF AVAILABLE, DETAILS OF OTHER CLASSES. CLASS					
Current Passenger Seating Vintage					
BUSINESS CLASS	Date of Manufacturer:				
ECONOMY CLASS	Date of Manufacturer:				
IF AVAILABLE, DETAILS OF OTHER CLASSES. CLASS	Date of Manufacturer:				
<p>Please attach the seat specifications of business and economy seats to identify the features and its peripherals. Example: Leg rest, footrest, privacy divider/doors, audio Jack, AC Power at every seat, USB types(A/C) at every seat etc..</p>					
Floor Path Marking type					
Lavatories:					
QTY	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Handicap Capability	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Diaper changing board	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Galleys:					
QTY	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Catering Standard (Atlas)					
Type (wet/dry)	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Miscellaneous Stowage	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Number of Ovens & P/N	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Water Boiler	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Ice Drawer	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Std. Containers	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Coffee Maker	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Waste Bin	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Trash Compactors	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Water Tap	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Refrigerator & Freezer	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Galley work top area	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Cabin General					
Coat Closet	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Cabin Attendant Seats	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Attendant Seats Type	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Stretcher Capability	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Bassinets	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Dog House	Total ____ (____ Fwd, ____ Mid, ____ Aft)				
Cabin lighting zones	____ Zones				

Mood lighting	Business Cabin	YES/NO
	Economy Cabin	YES/NO
	Other classes	YES/NO
PA zones	_____ Zones	
PAX CALL zones	_____ Zones	

Details of Seat Features	
BUSSINESS CLASS SEATS	
Manufacture date /age of the seat	
Date of seat cushion replacement/age	
Adjustable Headrest: YES/NO	Headrest: FOUR WAYS/SIX WAYS/.....
Leg rest: YES/NO	Footrest: YES/NO
Recline: FLATBED/ LIE FLAT /specify if it differ.....	
Direct aisle access for all seats: YES/NO	
Bed length:	Ottoman: YES/NO
USB Power at every seat: YES/NO	Type of USB: TYPE A/ TYPE C/ BOTH
AC power at every seat: YES/NO	IFE Control unit: YES/NO
Disable access armrest: YES/NO	In seat reading light: YES/NO
Tray table: SLIDING/FOLDABLE/BOTH	AUX Plug: SINGLE PIN/DUAL PIN/THREE PIN
Coat hook: YES/NO	Bottle holder: YES/NO
PED holder: YES/NO	PED stowage: YES/NO
Literature pocket: YES/NO	Bottle holder: YES/NO
Personnel amenity stowage: YES/NO	Stowage for shoes: YES/NO
Seat cover: LEATHER/FABRIC/BOTH	Seat cover colours:
Privacy divider: YES/NO	Privacy/Sliding door at every seat: YES/NO
Please specify if there is additional features <i>Please attach images of the seats</i>	
IF AVAILABLE, DETAILS OF OTHER PREMIUM SEATS	
.....CLASS SEATS	
Manufacture date /age of the seat	
Date of seat cushion replacement/age	
Adjustable Headrest: YES/NO	Headrest: FOUR WAYS/SIX WAYS/.....
Leg rest: YES/NO	Footrest: YES/NO
Recline: FLATBED/ LIE FLAT /specify if it differ.....	
Direct aisle access for all seats: YES/NO	
Bed length:	Ottoman: YES/NO
USB Power at every seat: YES/NO	Type of USB: TYPE A/ TYPE C/ BOTH
AC power at every seat: YES/NO	IFE Control unit: YES/NO
Disable access armrest: YES/NO	In seat reading light: YES/NO
Tray table: SLIDING/FOLDABLE/BOTH	AUX Plug: SINGLE PIN/DUAL PIN/THREE PIN
Coat hook: YES/NO	Bottle holder: YES/NO
PED holder: YES/NO	PED stowage: YES/NO
Literature pocket: YES/NO	Bottle holder: YES/NO
Personnel amenity stowage: YES/NO	Stowage for shoes: YES/NO

Seat cover: LEATHER/FABRIC/BOTH	Seat cover colours:
Privacy divider: YES/NO	Privacy/Sliding door at every seat: YES/NO
Please specify if there is additional features Please attach images of the seats	
ECONOMY CLASS SEATS	
Manufacture date /age of the seat	
Date of seat cushion replacement/age	
Adjustable Headrest: YES/NO	Headrest: FOUR WAYS/SIX WAYS/.....
Leg rest: YES/NO	Footrest: YES/NO
USB Power at every seat: YES/NO	Type of USB: TYPE A/ TYPE C/ BOTH
AC power at every seat: YES/NO	IFE Control unit: YES/NO
Disable access armrest: YES/NO	Bottle/Cup holder: YES/NO
Tray table: SLIDING/FOLDABLE/BOTH	Cup recess: YES/NO
Coat hook: YES/NO	Literature pocket: YES/NO
PED holder: YES/NO	AUX Plug: SINGLE PIN/DUAL PIN/THREE PIN
Seat cover: LEATHER/FABRIC/BOTH	Seat cover colours:
Please specify if there is additional features Please attach images of the seats	
IF AVAILABLE, DETAILS OF OTHER ECONOMY/PREMIUM SEATS	
.....CLASS SEATS	
Manufacture date /age of the seat	
Date of seat cushion replacement/age	
Adjustable Headrest: YES/NO	Headrest: FOUR WAYS/SIX WAYS/.....
Leg rest: YES/NO	Footrest: YES/NO
USB Power at every seat: YES/NO	Type of USB: TYPE A/ TYPE C/ BOTH
AC power at every seat: YES/NO	IFE Control unit: YES/NO
Disable access armrest: YES/NO	Bottle/Cup holder: YES/NO
Tray table: SLIDING/FOLDABLE/BOTH	Cup recess: YES/NO
Coat hook: YES/NO	Literature pocket: YES/NO
PED holder: YES/NO	AUX Plug: SINGLE PIN/DUAL PIN/THREE PIN
Seat cover: LEATHER/FABRIC/BOTH	Seat cover colours:
Please specify if there is additional features Please attach images of the seats	

In-Flight Entertainment (IFE)	
Manufacturer	
Type and Model	
Software version	
Year of Entry Into Service of the System	
Noise cancelling audio	BUSSINESS CLASS YES/NO
	ECONOMY CLASS YES/NO
Bluetooth pairing option	BUSSINESS CLASS YES/NO
	IF AVAILABLE, DETAILS OF OTHER

		CLASSES.
	 CLASS YES/NO
Connectivity		
	Wi-Fi	YES/NO
	GSM	YES/NO
	Bandwidth	Ka/OTHER
	Service Provider	
Screen Size		
	Business Class	
IF AVAILABLE, SCREEN SIZE OF OTHER CLASSES. CLASS		
	Economy	
IF AVAILABLE, SCREEN SIZE OF OTHER CLASSES. CLASS		
Seat embedded IFE		
	Business Class	YES/NO
	Economy	YES/NO
 CLASS	YES/NO

Landing Gears			
	Nose Gear	Left Main Gear	Right Main Gear
Vendor			
Part Number			
Flight Hours Since New			
Flight Cycles Since New			
Date of last Overhaul			
Landings Since Overhaul			
Time Since Overhaul (TSO)			
Next Overhaul due date			

Installed Engines		
Engine Type and Model:		
Position	No 1	No 2
Serial Number		
Thrust Rating		
Total Time Since New (TSN)		
Total Cycles Since New (CSN)		
Time Since Last L3 Shop Visit (TSL3SV)		
Cycles since Last L3 Shop Visit (CSL3SV)		
Time to Overhaul/Shop Visit		
Core Engine LLP Limiter & limit		

Wheels and Brakes	
Manufacturer:	
Type of Brakes	

APU	
Type and Model:	
Serial Number	
Total Time Since New (TSN)	
Total Cycles Since New (CSN)	
Time Since Last Overhaul (TSO)	
Cycles since Last Overhaul (CSO)	
Time to Overhaul/Shop Visit	
First APU Cycles Limiter	

Following additional reports relevant to the Aircraft shall be annexed to this Technical Proposal;

1. Installed Component summary list.
2. Engine Trend monitoring data for last 6 months in operation or test cell data if new.
3. Engine LLP summary sheets with life details.
4. Layout of Passenger Accommodation.
5. Galley Layouts & Galley Loose Items List.
6. Emergency Equipment Layout.
7. Avionics Inventory List.

(e) Any other Technical Information supplied or deviations requested:

The Bidder shall list a brief description of all other relevant technical documents which may have been provided in support of this bid and full copies of such documents shall be attached to this Technical Proposal. If there are any deviations identified or required on conditions stipulated under this Technical Proposal or the ITB on the offered Aircraft, all relevant details shall be listed below.

I the undersigned, hereby certify that, to the best of my knowledge and reliance of information available at the time of making this Form of Technical Proposal are true and accurate and reflect the true status of the Aircraft.

Signed :

Title :

Company :

Date :

FORM-05: FINANCIAL PROPOSAL FORM

This FORM-05 "FINANCIAL PROPOSAL FORM" shall be filled by the bidder for each of the Aircraft offered.

(1) Conditions of Financial Proposal:

- i. All Currency in this Financial Proposal shall be in US Dollars (USD).
- ii. Except as otherwise expressly provided, the rates and amounts entered hereunder shall be the rates at which the Bidder shall be paid.
- iii. Except as otherwise expressly provided, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- iv. The whole cost of complying with the provisions of the Contract shall be included in the items provided in this Financial Proposal.
- v. The bidder shall be deemed to have obtained all information which may affect the bid price.

Aircraft Identification	
Manufacturer:	
Type and Model:	
Serial Number:	
Anticipated date of delivery to SLA:	
Anticipated delivery Location:	
Aircraft Owner:	
Aircraft Lessor:	

(2) Base Lease Term:

Description	Unit	Period
Base Lease Term	Months	(In Figure): (In Words):

(3) Lease Rental Payment:

Description	Unit	Rate
Monthly Lease Rental	USD/Month	(In Figures) _____ (In Words) _____

If a Power By Hour type rental offer is provided.	USD/Flight Hour	(In Figures) _____ (In Words) _____ <u>Period of PBH applicability (Number of months):</u> _____ From (PBH Applicability Starting Lease Month): _____ To (PBH Applicability Ending Lease Month): _____
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For PBH option, please mention the applicable Lease Term for PBH if different to the full Lease Term specified under Base Lease Term above. Under any such PBH option, the maximum monthly payment shall be capped at the Monthly Lease Rental.

Rental discounts, if any, for lease of multiple aircraft from the lessor – shall be listed.

(4) Security Deposit Payment:

SLA shall pay to Bidder a Security Deposit for the Aircraft to be received by Bidder on the following schedule:

Description	Amount
Lease Execution	
3 Business Days Prior to Delivery	

At the end of the Lease Term, provided all terms and conditions of the Lease have been fully satisfied by SLA, Bidder will refund the Security Deposit to the SLA within 5 business days.

An amount equal to that part of the Security Deposit paid by SLA and received by Bidder shall be promptly refunded by Bidder to SLA if

- (i) any of the Conditions Precedent is not satisfied.
- (ii) the Aircraft is not delivered in accordance with the Specification.
- (iii) a Bidder-Related Termination is invoked by SLA; or
- (iv) the parties fail to conclude a Lease for any reason other than SLA's failure to negotiate in good faith in accordance with the terms agreed to.

SLA shall have the option to replace Security Deposits with Letters of Credit.

(5) Cabin Modification:

Based on the existing cabin configuration of the aircraft, if SLA determines a cabin modification is required for SLA operation, Bidder shall fund the cost of such cabin modification upfront and if required the cost of such modification shall be integrated to the Lease Rent.

Description	Amount
1. If applicable, the amount of modification budget allocated to the aircraft as part of lease transition without any adjustment to the Lease Rent declared in section 3 above (USD)	
2. Lease Rental Adjustment for any additional Cabin Modification Contribution from the Bidder (% rate for total additional investment, over and above the amount declared under 1. above)	

(6) Maintenance Reserve Payment:

Type of Reserves	Amount	Parameter
Airframe 6Y Reserves	USD _____	Per Calendar Month
Airframe 12Y Reserves	USD _____	Per Calendar Month
Landing Gear Reserves	USD _____	Per Calendar Month
APU Reserve	USD _____	Per APU operating Hour
Engine Performance Reserves FH:FC Ratio of Operation (Per Engine)/ or OEM maintenance programme*		
Ratio	USD _____	Per Engine per Flying Hour
Engine LLP (Per Engine)	USD _____	Per Engine per Cycle
Annual Escalation % for each of the above.	%	

*Bidder shall provide Engine Performance Restoration Reserve Rates for FH:FC ratios from 3.0:1 to 10.0:1 at increments of 30 minutes. The option of the bidder enrolling the engines in an OEM power-by-hour maintenance programme is accepted and SLA shall pay the applicable rates to the OEM subject to agreement of all parties.

MR rates shall be applicable for calendar year 2023 (01st Jan 2023 to 31st Dec 2023). Annual escalation shall start from no earlier than 01st Jan 2024.

SLA shall make either monthly maintenance reserves payments based on an agreed hour to cycle ratio, or an end-of-lease adjustment of maintenance status. Annual reconciliation shall be carried out between SLA and the Bidder based on the actual utilization of the aircraft and the maintenance reserves or any relevant guarantees shall be adjusted upwards or downwards based on such actual utilization.

Bidder contribution for maintenance events

Bidder shall contribute the maintenance reserve funds for all previous usage at the point of each event taking place, at then applicable escalated MR rate. **Itemised listing of the available Maintenance Reserve funds to SLA for previous usage, or the formula for calculation of same, shall be furnished as part of the Financial Proposal.**

SLA is open to the option of a suitable value compensation mechanism for maintenance condition at the end of lease, based on agreed return conditions, whereby cash maintenance reserves are not collected during the lease term. The overall financial evaluation shall take in to account the benefits of such bids where no cash reserves collection is required during the lease term.

(7) Delivery and Redelivery conditions

Maintenance Item	Delivery Condition	Redelivery Condition
Delivery Check		
Landing Gear		
APU		
Engine Performance		
Engine LLPs		
Hard Time components		
Livery		
Cabin Configuration		
Other		

(8) Payment Terms

- i. **Currency of Payment:** throughout the term of contract, all the payments between the two parties shall be in US Dollars.
- ii. **Invoice:** Bidder shall send the monthly rental invoice at least ten days before the start of each rent period.
- iii. **Lease Rental:** SLA shall pay the monthly lease rental by the due date.
- iv. **Maintenance Reserves (MR) Rates:** Baseline MR rates shall be agreed by SLA and Bidder for an assumed Hours to Cycle ratio of utilization, effective at the delivery year with an agreed annual escalation factor.
- v. **Maintenance Reserves (MR) Accounts:** Separate MR Accounts shall be maintained for each MR category (Airframe 6Y, Airframe 12Y, Landing Gear, APU, Engine Performance Restoration, Engine LLP).
- vi. **Annual reconciliation:** Annual reconciliation shall be carried out by 15th January each anniversary between SLA and the Bidder based on the actual utilization of the aircraft of the previous year and the maintenance reserves rates shall be adjusted upwards or downwards based on the previous year actual utilization. New rates shall apply from January MR invoices of each anniversary.

- vii. **Monthly Utilization reporting:** SLA shall report monthly utilization to Bidder by the 10th day of each month.
- viii. **Maintenance Reserve Invoices and Payment:** Bidder shall generate monthly MR invoice in arrears based on actual utilization data of the previous month and applicable MR rate per annual reconciliation. SLA shall make monthly maintenance reserves payments in arrears each month.
- ix. **MR Account Balances:** On 31st March each year, Bidder shall inform SLA in writing the applicable MR account balances and the detailed breakup of each sub-component for accounting purposes.
- x. **MR Claim Eligibility:** MR eligibility criteria to be agreed in the Lease Agreement for each MR account. Upon accomplishment, SLA shall be eligible to claim the prorated contribution of the Bidder for usage prior to Delivery, and any MR balance of each MR account thereafter remaining or sub account irrespective of cost of maintenance or any other source of funds available such as Warranties, Guaranties, Insurance claims etc.
- xi. **MR Claim Supporting Documents:** Following shall be the Claim support documents for each MR claim process.
 - a. **6Y & 12Y:** Signed Last Done Next Due from SLA & Certificate of Release to Service from and EASA or FAA certified MRO.
 - b. **Engine/LG/APU:** Shop report confirming accomplishment of work scope from an EASA or FAA certified MRO and Certificate of Release to Service.
 - c. **Engine LLP:** Complete Back to Birth traceability per EASA or FAA standard and maintenance records of installing the LLP to the Engine.
 - d. **MR Claiming process:** Within 30 days of submitting relevant MR claim supporting documents together with a claim invoice, Bidder shall reimburse SLA the relevant MR balance in full.

Bidder will be required to provide available opening balances against each Maintenance Reserve head.

(9) Aircraft Hull Value: _____ (for Insurance purpose)

(10) Product / Training / Tools / Spare Support Packages:

The Bidder shall provide the details of additional support package (if any) on separate sheets and each of which shall be referenced here under.

Support package-01: _____

Support package-02: _____

Support package-03: _____

Support package-04: _____

(11) Any other financial terms, support packages or deviations requested:

The Bidder shall provide the details of any other relevant financial terms if applicable, any other support packages or any deviations required on conditions stipulated under this Financial Proposal.

SECTION VI – EVALUATION CRITERIA

The evaluation of the bids will be subject to a Minimum Eligibility Criteria, a Technical Evaluation and a Financial Evaluation.

1.1. MINIMUM ELIGIBILITY CRITERIA

- Aircraft age up to 15 years of age at delivery, or otherwise acceptable to CAASL conditions (Where “Acceptable to CAASL conditions” means complying to Civil Aviation Authority of Sri Lanka’s import conditions or exemptions granted.)

Bids which do not respond “Yes” to above criteria will be rejected. Bids which comply will proceed to Technical Evaluation.

Additionally, during the bid evaluations, SLA shall request the following information from each bidder for due diligence activities in order to verify the authenticity of the bids.

- Bidder or its guarantor shall have, and maintain for the duration of the Lease Term, a minimum tangible net worth of at least US\$20 million. The Bidder shall furnish audited financial statements for the past 03 years and in the event of a newly established company, audited financial statements for the Holding Company for the same period or a Certificate of Net Worth certified by an external auditor of a reputed audit firm.
- Authorization from the owner of the aircraft for the bidder to submit a bid to dry lease the aircraft and assurance that the owner agrees to enter into a lease agreement with SLA on the terms submitted by the bidder.
- Information relating to existing financial arrangements/mortgage/liens on the aircraft (whether the aircraft is under a mortgage etc.)

It should be noted that the above list is not exhaustive. SLA reserves the right to request for additional documentation and information as required. Documents provided shall be verified for authenticity.

1.2. TECHNICAL EVALUATION

The Aircraft’s compliance against the SLA mandatory requirements will initially be evaluated based on information furnished in FORM-04: TECHNICAL PROPOSAL FORM Item (c). Aircraft which satisfy the mandatory requirements (in the form of either already in compliance, or bidder willing to facilitate the modification) shall proceed to the detailed technical evaluation in Table 1: Technical Evaluation Criteria. If a lessor has indicated agreement to reconfigure an aircraft to SLA’s preferred cabin layout, then that cabin layout will be used for the following evaluation. Refer annexure A for SLA’s preferred cabin layout details. SLA has the discretion to accept bids with marginal variations from the preferred cabin configurations.

Table 1: Technical Evaluation Criteria

No.	Criteria	Reference	Marks
Aircraft Overview			
1	Age of aircraft at delivery	Below 7 years of age	6
		7 – 13 years of age	4
		13– 15 years of age	2
2	Delivery slot	Year 2023	5
		Year 2024 or later	3
3	Offer of Sister ships	4 – 5 Aircraft	3
		2 – 3 Aircraft	2
4	Max. Take Off Weight	Higher than preferred	3
		Preferred	2
		Low than preferred	1
5	Historical Utilization	Lower than estimated MPD Utilization	3
		Higher than estimated MPD Utilization	2
6	Major incidents	No major incident during operation	1
		1 or more	0
7	Manufacturer credits transfer - Availability of Manufacturers Credits against purchase of aircraft by the Manufacturer which can be passed onto/assigned	Yes	1
		No	0
8	Warranties and guarantees -Availability of Warranties and guarantees which can be passed onto/assigned	Yes	1
		No	0
9	Landing Gear Maintenance – Months remaining until next overhaul (per gear position	72 months or more	3
		Less than 72 months	0
10	Availability of center tank (Applicable only for WB)	Yes	2
		No	0
11	Availability of dual weight variant	Yes	2
		No	0
Total for sub-section			30
Cabin & Amenities			

No.	Criteria	Reference	Marks
12	Reconfiguration of cabin layout to match SLA requirements	Lessor to provide reconfigured aircraft to match required SLA specs before delivery or current aircraft matches exact SLA required spec	70
		If No	
		evaluated as per item 13-30	
12 (A)	In-flight Entertainment system	In-seat (AVOD) and a system/product used by SLA with system EIS less than 5 years	5
		In-seat (AVOD) and a system/product not used by SLA with system EIS less than 5 years	4
		In-seat (AVOD) and a system/product used by SLA with system EIS less than 10 years	3
		In-seat (AVOD) and a system/product not used by SLA with system EIS less than 10 years	2
		In-seat and a system/product used/not used by SLA with system EIS greater than 10 years	0
		No IFE or streaming	0
12 (B)	In-flight Connectivity	Wi-Fi and mobile connectivity HTS Ka band	5
		Wi-Fi and mobile connectivity HTS Ku band	3
		Wi-Fi and mobile connectivity SBB L band and other solutions	2
		No connectivity	0
12 (C)	Airbus A330 aircraft: Number of ovens	Twelve	5
		Ten to Eleven	3
		Less than ten	0

No.	Criteria	Reference	Marks
12 (D)	Airbus A330 aircraft: Number of water boilers	BC (FWD) Galley - 02 EY (MID) Galley - 02 EY (AFT) Galley – 02 Preferred Min 5	3
12 (E)	Galley lighting and other additional Galley features	Based Information provided in the bidding document	3
12 (F) (i)	Airbus A330-200 aircraft: Number of lavatories	Seven or more Preferred (2 BC/ 5 EY)	3
		BC 2 Min, EY 1 Lav per 50 pax	2
12 (F) (ii)	Airbus A330-300 aircraft: Number of lavatories	Eight or more Preferred (2 BC/ 6 EY)	3
		BC 2 Min, EY 1 Lav per 50 pax	2
12 (G)	Age of Economy Class seats	Manufacture date less than 5 years	8
		Manufacture date less than 10 years	5
		Manufacture date greater than 10 years	0
12 (H)	Age of Business Class seats	Manufacture date less than 5 years	8
		Manufacture date less than 10 years	5
		Manufacture date greater than 10 years	0
12 (I)	Business Class seat type	Flatbed with direct aisle- access	5
		Flatbed No direct aisle- access	3
12 (J)	Economy Class seat abreast	2-4-2 layout minimum seat pitch 32"/31" (Majority 32")	5
		Any other	0
12 (K)	Availability of stretcher provisions and medical out let	Availability of stretcher provisions and medical outlet at the same location	3
		Availability of stretcher provisions only	2
		No	0
12 (L)		Yes	1

No.	Criteria	Reference	Marks
	Availability of Cabin Crew Rest in AFT cabin (Curtain installation optionally isolating several EY seats)	No	0
12 (M)	Availability of Flight crew rest in BC cabin (Curtain installation optionally isolating 1 or 2 BC seats)	Yes	1
		No	0
12 (N)	Escape path marking (EEPMS) & Exit Signs	LUFTHANSA TECHNIK - 900/1000 series	5
		Other non-electrical system	3
		Other systems	0
12 (O)	Mood lighting/ any other cabin features	Based Information provided in the bidding document	5
12 (P)	In-seat power/ any other seat related features	Based Information provided in the bidding document	5
Total for sub-section			70
Aircraft Specifications & Other			
13	Brake Cooling Fans installed - OR with Jettisoning	Yes	2
		No	0
14	Cargo configuration	Semi-automatic	2
		Other types	0
15	Cargo Ventilation & Heating System in bulk cargo	Yes	2
		No	0
16	15 knots tailwind operations at take-off and landing	Yes	2
		No	0
17	Toilets, cabin crew and passengers Oxygen system -Oxygen supply to be sufficient for 22 minutes.	Yes	2
		No	0
18	Aircraft to be painted in SriLankan livery before delivery	Yes	2
		No	0
19	Availability of SATCOM	Yes	2
		No	0
20	Installation Flight Spare kit (FSK) Container	Yes	2
		No	0
21	ADIRU with latest MAGVAR table	Yes	2
		No	0
22	Installation of a third portable water tank (Applicable only for A330-300)	Yes	2
		No	0

No.	Criteria	Reference	Marks
Total for sub-section			20
Engine condition and maintenance			
23	Engine type commonality with SLA existing fleet	Yes	10
		No	0
24 (A)	Engine maintenance	Engines already covered under OEM PBH contract prior delivery	30
		Bidder willing to induct the engines to an OEM PBH programme at own cost	30
		Substitution engines offered by bidder in lieu of Shop Visit at no cost to SLA in lieu engine SVs without any additional costs to UL except MRs	30
		Time and material	See below
24 (B) (I)	Engine 1: On-wing life remaining to the next scheduled refurbishment as per standard build life defined by OEM	More than 80% available	15
		60 - 79% available	10
		40 - 59% available	5
		20 - 39% available	0
		Less than 20% available	0
24 (B) (II)	Engine 2: On-wing life remaining to the next scheduled refurbishment as per standard build life defined by OEM	More than 80% available	15
		60 - 79% available	10
		40 - 59% available	5
		20 - 39% available	0
		Less than 20% available	0
25 (A)	Engine 1: No LLPs are due for replacement prior to next scheduled refurbishment shop visit	Yes	5
		No	0
25 (B)	Engine 2: No LLPs are due for replacement prior to next scheduled refurbishment shop visit	Yes	5
		No	0
26	Non-availability of operational restrictions/ limitations on engines in addition to the standard manufacturer recommendations.	Yes	5
		No	0
27		Yes	5

No.	Criteria	Reference	Marks
	No history of operating from a base, which is considered as a Harsh environment, since the last Refurbishment/ Core restoration	No	0
28	History of performing only OEM defined 'Standard' operations	Yes	5
		No	0
29	Engine offered in the newest generation/ package (Reliability and performance)	Yes	5
		No	0
Total for sub-section			70
APU			
30	APU life (Hrs./ Cycles) from last Overhaul SV performed iaw Honeywell IRM	TSO (from 0 to 1,000)	10
		TSO (from 1,000 to 2,000)	8
		TSO (from 2,000 to 3,000)	5
		TSO (from 3,000 to 4,000)	3
		TSO more than 4,000	1
Total for sub-section			10

The Technical Score will be calculated as below

$$T = (\text{Total Marks Obtained} / 200) \times 100$$

2.1 FINANCIAL EVALUATION

The financial evaluation will be carried out based on the forecast Net Present Value of cash-flows for the subject aircraft during the lease term defined in the bid. This will factor in the forecast Revenue as well as Costs (as defined below) during the term.

The Total Revenue of the aircraft during the lease period will be calculated based on an assumed utilization of the aircraft factoring in assumed yields and passenger demand levels.

The Cost of the aircraft during the lease period will take into consideration the following

- i. Lease rental
- ii. Major maintenance cost exposure of airframe, engines, landing gear & APU throughout the lease term
- iii. Reimbursement and clearing of maintenance reserves balances / end of lease adjustment in lieu of maintenance reserves
- iv. Assumed fuel costs and any other relevant operating costs of the aircraft
- v. Security Deposit / Letter of Credit (LC)

- vi. Estimated induction cost as per the proposed delivery terms stated in the bid and to meet the operational requirements of SriLankan Airlines
- vii. Estimated redelivery cost as per the proposed redelivery terms stated in the bid
- viii. Any financial concessions offered on existing leases
- ix. Cost of modifications, if applicable
- x. Any other relevant expenses predicted to occur during lease term

The offer with the highest Net Present Value of cash-flows over the duration of the lease term will be considered the most advantageous financial proposal. This will be considered for each aircraft type separately.

Marks will be calculated as below.

$$F = NPVa/NPVb \times 100$$

NPVa = Net Present Value of the aircraft under evaluation

NPVb = Net Present Value of the most advantageous offer

Methodology for assessing the overall most advantageous proposal will be as below.

$$\text{Best Offer} = (T \times TX) + (F \times FX)$$

Where,

T = Marks obtained in Technical Evaluation

F = Marks obtained in Financial Evaluation

TX = Technical Evaluation Weightage (25%)

FX = Financial Evaluation Weightage (75%)

The offer attaining the highest score will be considered as the Lowest Evaluated Bid.

Annexure A: SLA Preferred Cabin Layout

Aircraft Type	Preferred Seat Count Range		Business Class Seat Type	IFE
	Business	Economy		
A330-200	12 – 36	230 – 270	Flat bed, with all aisle access	Yes
A330-300	12 – 36	260 – 320	Flat bed, with all aisle access	Yes