

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF PORTS, SHIPPING AND AVIATION



REQUEST FOR PROPOSAL

DESIGN BUILD OPERATE TRANSFER OF FLYING TRAINING SCHOOL
BATTICALOA AIRPORT
SRI LANKA

CIVIL AVIATION AUTHORITY OF SRI LANKA

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1. INVITATION TO BIDDERS

DESIGN BUILD OPERATE TRANSFER OF FLYING TRAINING SCHOOL BATTICALOA AIRPORT SRI LANKA

- i. The Government of the Democratic Republic of Sri Lanka (hereinafter referred to as “GOSL”) intends to establish a flying school at Batticaloa airport hereinafter referred to as the “Project”).
- ii. Civil Aviation Authority of Sri Lanka (Employer) being regulator of the aviation industry of Sri Lanka on behalf of GOSL wishes to engage a reputed Institution capable to carry out the work in Design, Build, Operate and Transfer basis to ensure the successful implementation of the project.
- iii. Cabinet Appointed Negotiating Committee (hereinafter referred to as “CANC”) has been appointed for the purpose of inviting, receiving and evaluating proposals (Bids) and for selection of the successful Proposer (Bidder) for award of the contract.
- iv. All communications and submissions between the Employer and the Bidders up to award of the contract shall be via the CANC at the address given in Instructions to Bidders, and all references in this invitation and the Request for Proposal (RFP) Document to “Employer” shall be construed accordingly.
- v. Bidder to arrange the necessary funding for work of the above project. Payments for the foreign contractor will be made in US Dollars.
- vi. The Employer hereby invites the submission of sealed Bids from the qualified eligible Bidders for the execution and completion of the Works together with financial arrangements. Proposal shall conform to entire requirements such as Bidding details, Specifications, Employer’s requirement etc. specified in each volume of the RFP document.

2. INSTRUCTIONS TO BIDDERS

Civil Aviation Authority of Sri Lanka (hereinafter referred to as “Employer”) wishes to receive Proposals (Bids) from eligible service providers (Bidders) for the establishment of flying school at Batticaloa Sri Lanka in the form of a Design, Built, Operate and Transfer Contract with funding arrangements (hereinafter referred to as the “Works”) as defined in RFP Document.

A Cabinet Appointed Negotiating Committee (hereinafter referred to as “CANC”) has been appointed for the purpose of inviting, receiving and evaluating Bids and for selection of the successful Bidder for award of the contract. All communications and submissions between the Employer and the Bidders up to award of the contract shall be via the CANC at the address below, and all references in these instructions and the RFP Document to “Employer” shall be construed accordingly.

The Chairman,
Ministry of Ports Shipping and Aviation,
Level 30, West Tower,
World Trade Center,
Colombo 01

Telephone +94-11- 2187200, +94 – 11 – 2187201,

Fax. +94-11- 2187203,

Email – secpa@slt.net.lk.

2.1 The Airport

Batticaloa airport was re-commissioned for civil Operations in March 2018. Along with the recommencement of the operation, Civil Aviation Authority of Sri Lanka (CAASL) was vested with the ownership of the Batticaloa airport land in terms of an Order made by Minister of Transport and Civil Aviation under Section 9 of the Civil Aviation Authority Act No, 34 of 2002, which is published in the Government Gazette (Extraordinary) No. 1973/78 dated 01st July 2016.

Batticaloa airport has a total extent of land of 145.2 Hectares and part thereof (75. 9Ha) is being occupied by Sri Lanka Air Force for providing national security. The remaining land is to be utilized and developed for civil aviation purposes.

The airport has a 1368m x30m runway which is suitable for Code 3C aircraft, stub taxiway and Apron to facilitate four code letter C aircraft. Airport has established with basic air navigational aid and configure as dawn to dust operation. Airport traffic data and aerodrome data extract from AIP Sri Lanka are annexed as attachment 1.

Though the airport commenced civil operations in March 2018, the envisaged development has not taken place at Batticaloa Airport and a substantial area remains non- utilized. Due to the very low level of aircraft movements the airport is ideal for the establishment of a flying training institute as the trainees would have an unhampered use of the runway and airspace to conduct the training.

Therefore the Civil Aviation Authority of Sri Lanka intends leasing of the land for an interested aviation company for the establishment of a flying training institute at Batticalao Airport, having followed the terms and conditions of the Cabinet approval අමුණ/22/0883/505/009 of 16th July 2022, Observations of the Minister of Finance, Economic Stabilization and National Policy dated 01st July 2022 and National Procurement Guidelines.

2.2 Background

The Batticaloa airport has the basic infrastructure required for the aircraft operations including runway of the dimensions 1368mx30m, which is suitable to operate aircraft of Code 3C. Air traffic Control Service is provided by the licensed and rated ATCs of AASL. Category V Fire and Rescue Services are maintained at the airport, along with the provision of necessary aviation security.

Predominant Mild wind and dry weather conditions exist at Batticaloa which is conducive for the flight training. Also the presence of domestic airports such as Ampara, Trincomlee, Sigiriya Anuradhapura and Minneriya would help trainees to fly cross country flights as well as for trainees to gain experience at operating into various other airports.

The absence of heavy traffic at Batticaloa airport provides the trainees the opportunity of unhampered training, this is further amplified by having an unrestricted airspace as no restricted or prohibited airspaces exist in the vicinity.

A 5 Ha land area was demarcated for the establishment of flying training institute for which a survey plan was obtained. All infrastructure required for the establishment and operations of the flying training institute should be within the boundaries of the land that will be allocated to the selected organization.

A land suitable for a flying training institute has already been demarcated, taking into consideration the development of the infrastructure of the airport. Please refer Annexure 1 for survey plan

2.3 Objectives

The CAASL by leasing of the land to an appropriate organization for establishing a Flying Training Institute expects to achieve the following objectives.

- i. Development of the aviation Sector and employment opportunities to Personnel related to the aviation field.
- ii. Development opportunities to the Eastern region through the investment including direct and non-direct employment opportunities
- iii. Access to state of the art training facilities to Sri Lankan students especially in the North and Eastern Regions.
- iv. Possible Foreign Direct Investment
- v. Revenue generation to CAASL through the leasing of the unutilized land
- vi. Revenue generation to AASL through navigational and other related fees.

2.4 Scope of the Flying Training Institute

The Institute proposing to establish a flying training Institute at Batticaloa Airport shall submit the proposal including but not limiting to the following factors;

- i. Scope of the training activities including the areas of training to be carried out by the institution
- ii. Proof of licenses and approvals required for conducting flying training or proposal for obtaining relevant licenses/ approvals for the conduct of aviation related training.
- iii. Profile of the organization submitting the Proposal
- iv. Proposal for the obtaining the expertise and resource personnel for the conducting of training activities of the flight institution along with the past experience of the institute and/or key personnel
- v. Proposal to develop the infrastructure as required and commensurate to the activities proposed by the flight training institute including the perimeter security.

Note; Infrastructure within the airport should adhere to the ICAO standards and recommended practices as stipulates for Aerodrome operations and Aviation security requirements

- vi. Project Financing details
- vii. Physical Facility expected from developer

The followings infrastructure will be considered as minimum to establish the flying training school at Batticaloa Airport

- a. Apron to park aircraft used for flying training
- b. Taxiway connection from runway to parking apron indicated above
- c. Hanger building to cater for housing and expected periodic maintenance
- d. Proper storm water drainage system
- e. Training school building including class room and office facilities
- f. Road connectivity to airport access system and car park etc
- g. Waste disposal system
- h. Required utility (Water supply, power and etc.)

2.5 Level of Training expected

CAASL expects following level of training from the established flying school at Batticaloa Airport

- i. Private Pilots rating
- ii. Commercial pilots rating
- iii. Sport pilots certificates for aviation enthusiast which includes gliders, rotorcraft, etc.
- iv. Recreational pilots certificates for aviation enthusiast
- v. Aircraft Maintenance Engineer
- vi. Any other field of study related to Aviation

2.6 Professional skill of trainers and organization

Trainers are required to be licenses holders of flying training instructor who possess required license from reputed agency accepted by CAASL. Organization is required to be certified flying training institute or institute accredited by certified Flying training institution of ICAO or FAA.

Flying institution should be capable of utilizing at least two equipment at any single training sessions. These equipment shall be owned by the flying training institution or shall be arrange via longer term lease /hire.

Flying training school shall be required to conduct class room lessons, and flying training sessions. The availability of simulators will be an added advantage. Hence the school shall be equipped with both required equipment and human resources.

3. Project Financing Details

3.1 CAASL requires from the prospective Bidders to get funds from the Proposer himself or arrange by a reputed funding agency. CAASL is unable to provide any government warranty except CAASL Business Reserve Notification (BRN). BRN could be used as indication of the project for any financial facility arrangement of proposer. Proposer has to provide sufficient proof on the financial arrangement for the total project cost. Priority will be given to the Bidders who provide financial facilities for the project at a reasonable terms and conditions.

3.2 Details of project financing must be provided with the Bid.

4. QUALIFICATION OF THE PROPOSER

4.1 Minimum requirements

- i. Experience in operation and management of Flying school five years and trained at least 10 numbers of students at any given time. Experience of joint venture partners shall be considered for the evaluation without consideration financial composition /share of the joint venture.
- ii. Audited Annual reports on the business at least for last five years should be submitted.
- iii. Proven track records, specifically in relation to activities in the aviation sector such as Safety issues. Litigation history if any shall be attached.

4.2 Joint Ventures

- i. In the case of voluntarily formed joint ventures, applications should only be made where all parties to the joint venture are jointly and severally liable for the execution and completion of the works. Any Proposal from a joint venture shall be signed so as to legally bind all partners, jointly and severally. Such Proposal shall be submitted with a copy of the joint venture agreement, providing evidence of the joint and several liabilities with respect to the project.

- ii. Joint ventures must meet the minimum qualifying requirements given in Item 4.1 above, for which purpose the relevant data for each of the partners shall be added together to arrive at the joint venture's total collective ability.

5. REQUEST FOR PROPOSAL (RFP) DOCUMENT

- i. RFP document can be obtained between 09.00 hrs (IST). To 15.00 hrs (IST).on all working days up to 16th January 2024, at the following address.

Chief procurement officer,
Civil Aviation Authority of Sri Lanka
No.152/1 Minuwangoda Road
Katunayake, Sri Lanka.
Telephone: +112358824
Facsimile:+112304676
Email: mgrrdp@caa.lk

- ii. RFP document could be inspected free of charge at the above address or visiting the web site
- iii. The documents comprising the RFP document consist of the following

- Invitation to Bidders
- Instructions to Bidders
- Example forms
- Letter of Tender
- Term of Reference
- Scope of work
- Appendix to Tender
- Evaluation criteria

The RFP document will also include any Addenda (Notice to Bidders) that may have been issued prior to the date for submission of Proposal.

6. CLARIFICATION AND AMENDMENTS

- i. The Bidders may request a clarification or additional information of any of the RFP documents up to 14 days before the proposal submission date. Any request for RFP documents clarification must be sent by email to mgrrdp@caa.lk followed up with original hard copies writing, to Chairman of Cabinet Appointed Negotiating Committee.
- ii. The CANC will respond by facsimile or electronic mail on clarification requests and will send copies of the response to all Bidders who intend to submit proposals.
- iii. Modifications, additions and clarifications to the RFP document, whether at the Employer's own initiative or in response to a request for clarification from a Bidder, shall only be made through the issuance by the Employer of an official" Notice to Bidders ". Notice to Bidders shall constitute Addenda to the RFP document unless otherwise described.
- iv. On receipt of a Notice to Bidders, Bidder or the authorized local representative of the Bidder shall sign the acknowledgement of receipt attached there to and return it immediately to the Chairman, CANC.

7. SITE VISIT AND PRE BID MEETING

- i. The bidders must familiarize themselves with site conditions and take them into account in preparing their Bids. To obtain firsthand information on the assignment and on the location, the Bidders are encouraged to pay a visit to the employer and attend the pre- bid meeting before submitting the Bid.
- ii. The CAASL will conduct a Site visit concurrently with the Pre-Bid Meeting.
- iii. Pre-Bid meeting will be held at 10.00 a.m. (IST) on 15th December 2023 at the conference room of CAASL, Katunayake.
- iv. Minutes of the meeting will be transmitted within 01 week to all the participants. Any modifications of the RFP document that may become necessary as a result of the Pre bid meeting shall be made by the CAASL exclusively through the issue of a Notice to Bidders, and not through the minutes of the Pre bid meeting.
- v. Bidders are encouraged to attend the Pre bid meeting. However, nonattendance will not be a cause for disqualification of a Bidder. Bidders who do not attend must however comply with any modifications to the RFP documents as communicated through any Notice to Bidders.

8. COST OF PREPARATION OF PROPOSAL

The Bidder shall bear all costs associated with the preparation and submission of its Proposal including the cost of visiting the Site and attending pre bid meeting shall be at the Bidder's expense and the CAASL will in no case be responsible or liable for these costs.

9. BID SECURITY

- i. A bid bond (on written demand) should be submitted with the bid to the value of **300\$**(300 US Dollars) the bid bond shall remain valid for 120 days beyond the validity of the Bid.
- ii. The Bid Bond shall be in the form of a bank guarantee, issued by;
 - a. a bank operating in Sri Lanka which is approved by the Central Bank of Sri Lanka
 - b. a bank based in another country but the bond or guarantee confirmed by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka
- iii. When the Bidder is a joint venture the Bid Bond shall be in the name of the joint venture.
- iv. The Bid Bond may be forfeited
 - a) If a Bidder withdraws his Bid during the period of Bid validity.
 - b) In the case of a successful Bidder, if he fails within the specified time
 - c) Limit to Sign the Agreement and Furnish the Performance Bond.
- v. Any Bid not accompanied by an acceptable Bid Bond shall be considered as non-responsive and shall be rejected

10. BID VALIDITY

Bid shall remain valid for 180 days from the date of closing the Bids. The CANS will make its best effort to complete negotiations within this period. Bidders may be requested to extend the period of validity for a specified additional period. The bidders have the right not to maintain their proposals. A Bidder agreeing to the request will be required to extend the validity of the Bid and the Bid Bond.

11. PREPARATION OF BID

1. The Bid and all related or supporting correspondence and documents relative to the Bid shall be written in the English language.
2. Bids should be prepared in one package consist with two groups of documents as
 - a) GROUP I DOCUMENTS
 - b) GROUPII DOCUMENTS

GROUP I DOCUMENTS

- i. General Information of Bidders
At least, the following information, but not be limited to, shall be included in this section.
 - a) Bidder's name, Address
 - b) Name of authorized representative.
 - c) The organization structure of the firm.

- ii. Letter of Tender
- iii. Power of Attorney
- iv. Bid bond
- v. Details of past experience similar to operation of flying school
- vi. Details of flying school in hand
- vii. Safety statistics in relation to in the Flying school operation
- viii. Key staff and their qualification and experience.
- ix. Methodology and Work plan which includes
 - a) Details on Planning, Design, Construction and operation of the facility. Evidence in support of the abilities for the technical support to the project during the design, construction and operation stages.
 - b) Detailing of approaches in obtaining required operational Certificates
 - c) Details of the processes to be adopted in the capturing market segments on flying school.
 - d) Marketing approaches with in-house and aboard (external resources).
 - e) Details of the QA/QC processes to be adopted to ensure compliance.

- x. List of equipment available to support for flying school.
- xi. Work plan – Detailed work program prepared with MS project is preferred.
- xii. Cash flow requirement
- xiii. Details of funding arrangement
- xiv. Parent Company Guarantee
- xv. Joint Venture Agreement (If a Joint venture)

GROUP II DOCUMENT

- i. Technical Proposal

Proposals should be prepared to satisfy given requirements to meet scope of CAASL If followed any different specifications other than ICAO / CAASL specified it is to be clearly mentioned

- ii. Forecasted revenue and share to CAASL

- iii. Specifications of aircraft, Equipment, Drawings of facility
- iv. If phase out plan proposed , details of such with mile stones, expected investment and projected revenue

The original Bid shall be prepared in indelible ink. It shall contain no interline or overwriting, except as necessary to correct errors made by the Bidder itself. Any such correction must be initialed by the person who signs the proposal on behalf of the Bidder (Bidder’s official Representative). Further the Bidder must initial all pages of the proposal. The Proof of authorization shall be furnished in the form of a Power of Attorney and shall submit with the Bid.

The Bidder shall submit one (1) original and three (3) copies of all documents comprising the Bid, clearly marked “Original” or “Copy” as appropriate. If there is any discrepancy between the original and the copy, the original will govern.

12. SUBMISSION AND OPENING OF BIDS

- i. The Bidder shall seal the original and each copy of the documents separately in envelopes, duly marking the envelopes as “ORIGINAL” or “COPY” as appropriate.
- ii. Each complete set of the Group I Documents shall be packaged and labelled as follows;

ESTBLISHMENT OF FLYING SCHOOL AT BATTICALOA AIR PORT
 GROUP I DOCUMENTS
 (NAME OF THE BIDDER)
 (ORIGINAL or COPY as appropriate)

- iii. Each complete set of the Group II Documents shall be packaged and labelled as follows;

ESTBLISHMENT OF FLYING SCHOOL AT BATTICALOA AIR PORT
 GROUP II DOCUMENTS
 (NAME OF THE BIDDER)
 (ORIGINAL or COPY as appropriate)

- iv. Both the Group I and Group II documents shall then be securely sealed into a single cardboard box and to be labelled as given below;

“ESTBLISHMENT OF FLYING SCHOOL AT BATTICALOA AIR PORT
 GROUP I & GROUP II DOCUMENTS
 (NAME OF THE BIDDER)
 (ORIGINAL or COPY as appropriate)

- v. The Bids shall be sent either by registered post, email or personally handed over in the sealed envelope to the address given below, not later than 14.00 hrs (IST) 17.01.2024 . Tender box is placed at the following address. Online submission facility will be available through a password secured email. Secured email address will be provided.

The chairman,

Cabinet Appointed Negotiating Committee (CANC)

Ministry of Ports Shipping and Aviation,
Level 30, West Tower,
World Trade Center,
Colombo 01

- vi. Late Bids shall be returned unopened.
- vii. The Bids shall be opened immediately by a committee of officials, after the closing time for submission of proposals.

13. BID EVALUATION

The Employer shall review all Bids submitted to ensure that they comply with the requirements of the Bidding documents. The review and evaluation process shall be made in three successive stages as;

- i. Review of Compliance and Responsiveness
- ii. Review of Further Technical Aspects
- iii. Financial Evaluations

Evaluation criteria are attached at the end of this document as Evaluation criteria for reference.

14. NEGOTIATIONS

- i. The most economically viable proposal, based on the evaluation only, is invited to negotiate the contract.
- ii. Negotiations will be held at the State Ministry of Aviation in Colombo. The aim is to reach agreement on all points and sign a contract.
- iii. Negotiations will include a discussion of the proposed work plan and methodology and any suggestions made by the Proposer for improvements. The CAPC and Bidder will then work out for an agreement.

- iv. The agreed work plan and Methodology and will then be incorporated in the “Description of Works” and form part of the contract. Special attention will be paid to optimizing the required outputs from the Bidder within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of assignment.
- v. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the CAASL and the Bidder will initial the agreed contract. If negotiations fail, the CAPC will invite the Bidder that received the second lowest score for negotiations.
- vi. Cost of travelling or any other cost for negotiations should be borne by the Bidder.

15. AWARD OF THE PROJECT

- i. The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, the CAASL will promptly notify other Bidders on the shortlist that they were unsuccessful.
- ii. Acceptance of the Proposal will be communicated to the successful Proposer by a Letter of Acceptance, sent to the official address of the Bidder.
- iii. The Letter of Acceptance duly signed by the CAASL shall constitute a binding contract between the CAASL and the successful Proposer until such time as the Form of Agreement is signed.
- iv. Within 28 days of receipt of the Letter of Acceptance, the successful Proposer shall sign the Form of agreement unless other circumstances cause said term to be prolonged.
- v. Within 28 days of receipt of the Letter of Acceptance, the successful Proposer shall furnish to the CAASL a Performance Bond in the amount prescribed in the Appendix to Form of Proposal.

16. CONDITIONS OF CONTRACT

- i. General Conditions of Contract for Design and Build Contracts published by CIDA, (Construction Industry Development Authority) Previously known as ICTAD (Institute for Construction Training and Development 2003 edition will govern the contract

[See page 4]

Brief description of Contract

Name and address of Beneficiary

(Who, the tender documents define as the Employer)

We have been informed that.....(hereinafter called the “Principal”) is submitting as offer for such Contract is response to your invitation, and that the conditions of your invitation (the “conditions of invitation”, which are set out in a document entitled Instructions to Tenderers) requires his offer to be supported by a tender security.

At the request of the Principal, we (*name of bank*)hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of(say:.....) upon receipt by us of your demand in writing and your written statement (in the demand) stating that::

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of the Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*), when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Laws of Sri Lanka.

Date:.....

Signature(s).....

Annex C -LETTER OF TENDER

NAME OF CONTRACT:

TO:

We have examined the Conditions of Contract, Employer's Requirements, Schedules, the attached Appendix and Addenda Nos.....or the above-named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the sum of

.....
.....

(in currencies of payment)

We agree to abide by this Tender until.....and it shall remain binding upon us and any be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Guarantees.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive and that you reserve the right even to annul the total tender process without assigning reasons in the best interest of the company.

Signature in the capacity of

Duly authorized to sign tenders for and on behalf of

Address:

.....

Date

APPENDIX TO TENDER

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted]

Item	Entry
Employer's name & address	The Chairman Civil Aviation Authority No.152/1 Minuwangoda Raod Katunayake, Sri Lanka
Bidders 's name & address	
Time for completion of the Works	One year from awarding the contract.
Defects Notification Period	365 days
Electronic Transmission systems	Fax with confirmatory hard copy
Governing Law	Law of Sri Lanka
Ruling Language	English
Language of communications	English
Time for access to the site	The Engineer shall give the operator not less than 28 days' notice of the Commencement Date which shall be within 1.5 months after the Contractor receives the Letter of Acceptance.
Amount of Performance Security	5% Value of investment
Period of notifying unforeseeable errors, faults	30 days

and defects in the Employer's Requirements	
Periods for submission of insurance:	
(a) evidence of insurance	30 days
(b) relevant policies	90 days
Minimum amount of third party insurance	As per the CAASL requirement
The DAB shall be	

Initials of signatory of the Bidder

Annex D- EXAMPLE FORM OF PERFORMANCE SECURITY DEMAND GUARANTEE

[See comments on Sub-Clause 4.2]

Brief description of Contract

Name and address of Beneficiary

..... (Whom the Contract defines as the Employer).

We have been informed that (Hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (*name of bank*)..... hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of..... (The "guaranteed amount", say :.....) upon receipt by us of your demand in writing and your written statement stating:

- a) That the Principal is in breach of his obligation(s) under the Contract, and
- b) The respect in which the Principal is in breach.

Any demand for payment must contain your [minister's/directors'] ⁽¹⁾ signature(s) which must be authenticated by your bankers or by a notary public. The Authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*) (The "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee of the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Sri Lanka.

Date.....Signature(s).....

ANNEX E EXAMPLE FORM OF LENDING AGENCY GUARATNEE

Brief description of Contract:

.....

Name and address of Employer:

.....

....

(Together with successors and assigns)

We have been informed that (Hereinafter called the "Contractor") is your contractor submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a funding arrangement for the project.

In consideration of you, (hereinafter called the Employer), we (name of the parent company) guarantee to you, as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

As this contract has to perform without any financial obligations and liabilities to the Employer, we will indemnify take a responsibility to provide total contract sum for this project as per the terms and condition and repayment schedule given in the repayment schedule and lending agreement.

This guarantee shall become into full force and effective when the Contract comes into full force and effective.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder.

This guarantee shall be governed by the law of the same country or other jurisdiction as that which governs the Contract and any dispute under this guarantee shall be finally settled under the UNCITRAL Rules of Arbitration by one or more arbitrators appointed in accordance with such Rules. We conform that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Date:

Signature(s)

CONTRACT AGREEMENT

This Agreement made the..... Day of.....2023 betweenof..... (hereinafter called “the Employer”) of the one part, andof.....(hereinafter called “the Contractor”) of the other part Whereas the Employer desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Letter of Acceptance dated
 - (b) The Letter of Tender dated
 - (c) The Addenda nos
 - (d) The Conditions of Contract
 - (e) The Employer’s Requirements
 - (f) The Completed Schedules, and
 - (g) The Contractor’s Proposal
- 3 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to fund, design, executed and complete the works and remedy any defects therein, in conformity with the provisions of the Contract.
- 4 The Employer hereby covenants to pay the Contractor, in consideration of the funding, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:.....

SIGNED by:.....

For and on behalf of the Employer in the

For and on behalf of the Contractor in the

presence of

Witness:.....

Name

Address.....

Date

presence of

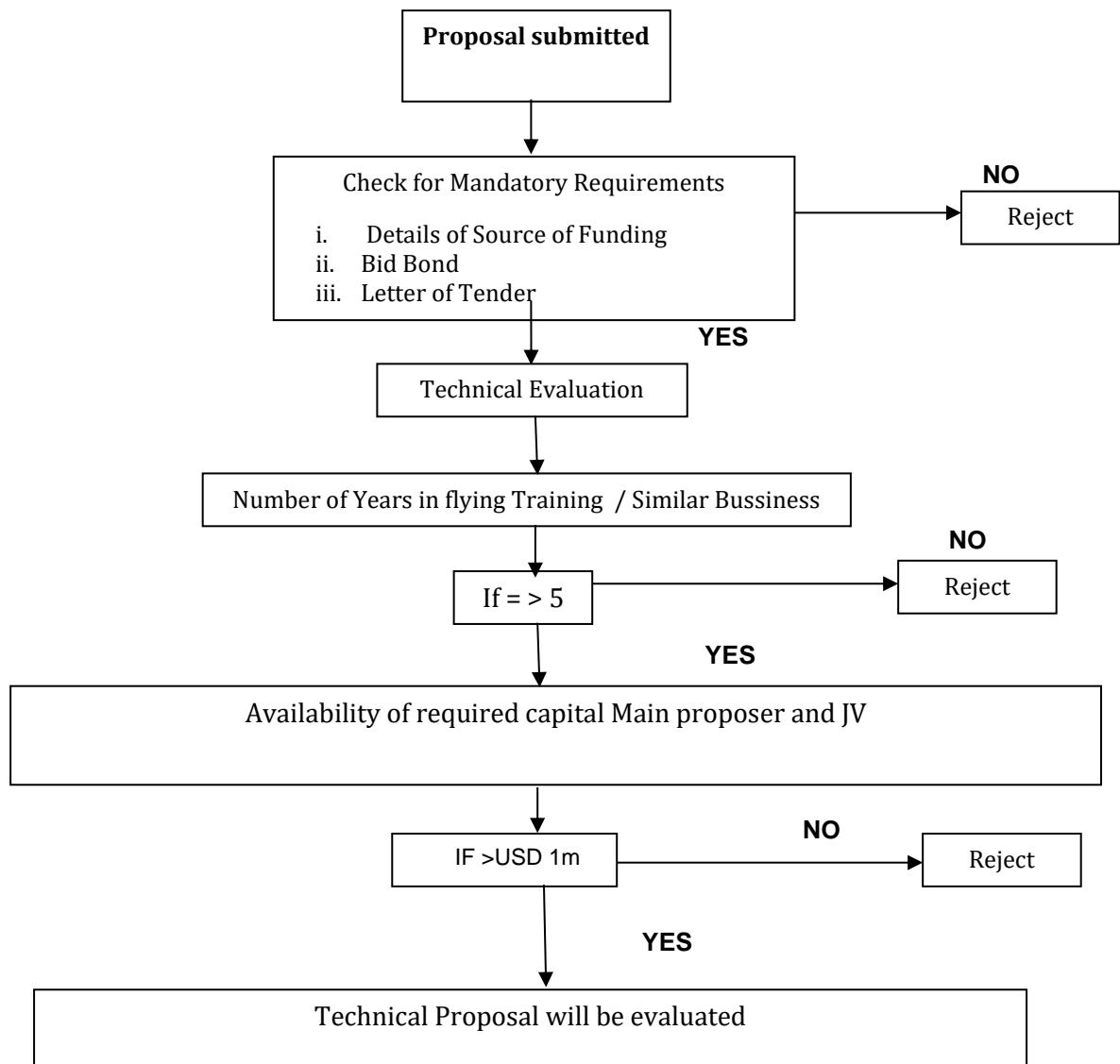
Witness:.....

Name.....

Address.....

Date.....

EVALUATION CRITERIA



Evaluation of the Technical Proposals will be carried out based on the Evaluation Criteria given below. If any Proposal fails to achieve minimum Score of 70, particular Proposal shall be rejected.

Evaluation Criteria		Maximum Score	Remarks
a.	Funding Plan	25	
	Points will be allocated based on the NPV calculated considering percentage of funding out of total cost of the project, interest rate, repayment period and grace period. If the funding is not covering the total cost of the project, employer shall add the NPV of the balance part of the fund to the Bidders NPV of the Bidder's portion of the funding.		
b.		30	
1.	Having Experience in Projects of Similar Nature (02 Projects and above)	15	Points will be allocated based on the Experience of the Bidder in Similar Projects in following areas :
			Design and Construction
			1. Number of flying schools. (5)
			2. Operation of Flying schools (6)
			a. Flying school over 10 students (Minimum 1)
			b. Management of equipment ,Aircraft , simulators etc
			3. Equipment availability (4)
2.	Method of Work Execution	15	Points will be allocated based on Proposed Methodology
c.	Qualification and Experience of Key Staff	45	Points will be allocated based on Qualifications and Experience of Key Staff.
1.	Design and construction		Note :
	Project Manager	5	All these Key Staff shall have Degree in respective discipline together with membership of Institution of Engineers or equivalent and 10 years post qualifying experience in which 04 years in similar works.
	Engineers and others	5	
2.	Operation		
	Qualified trainers	15	
	Management staff	5	
	Safety staff	10	

	Slandered Engineer	follows	Material	5	
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Based on the Evaluation of Technical Proposal, Bidders, who obtain a minimum Score of 70 and above together with their revenue Proposal will be considered for the Final Selection of a Bidder for negotiation and award.

Procurement Time Schedule

	Description	Target date of completion	Actual date of Completion
Selection of Contractor			
01	Approval of Bid document by CNC	10/11/2023	~
02	Advertising	19/11/2023	
03	Bid Issuing	20/11/2023-16/01/2024	
04	Pre Bid Meeting	15/12/2023	
05	Bid Opening	17/01/2024	
06	Technical Evaluation by TEC	17/01/2024 to 30/01/2024	
07	Approval by CNC	07/02/2024	
08	Negotiations	07/02/2024 to 14/02/2024	
09	Award of contract	15/02/2024	

Compliance Check list

Item	Yes	NO
Form of bid submitted and sealed		
Bid Security submitted and accurate		
Details of source of funding submitted		
No of years in flying training is ≥ 5		
Available capital is $> 1\text{mn USD}$		