

**INVITATION FOR SUBMISSION OF BIDS FOR SELECTION OF A
SERVICE PROVIDER FOR PROVISION OF TRANSPORT SERVICE
FOR CABIN AND FLIGHT CREW**

**UNDER
NATIONAL COMPETITIVE BIDDING PROCESS**

IFB No: 202531846

**CHAIRMAN OF STANDING HIGH LEVEL PROCUREMENT COMMITTEE,
MINISTRY OF PORTS AND CIVIL AVIATION**

ON BEHALF OF

**SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

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Section I. Instructions to Bidders (ITB)

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

General

1. Scope of Bid

- 1.1. SriLankan Airlines issues these Bidding Documents for Selection of a Service Provider for Provision of Transport Service for Cabin and Flight Crew incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2. A virtual Pre-bid meeting will be organized via Ms Teams on the date and time specified in the BDS. Bidder / one (01) duly authorized representative of the bidder shall present for the Pre-Bid meeting. If an authorized representative wishes to attend for the meeting, such person shall submit their details including their email addresses to given E-mail addresses in BDS section 7.1 well in advance.
- 1.3. Any bidder may quote for a single category or single periphery or all categories. Categories of the contract are as follows. Peripheries marked in the Annex 10 of the Draft agreement.
Category 1 - Colombo periphery – Cabin Crew operation
Category 2 - Colombo periphery – Flight Crew operation
Category 3 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Cabin Crew operation
Category 4 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Flight Crew operation
- 1.4. Contract may award to a single bidder or more based on the operational and cost implication to the SriLankan Airlines. Ad-hoc transport refers to crew transport services that are arranged as and when required to meet operational needs. This includes, but is not limited to:
 - Transport provided to flight crew and cabin crew for unscheduled or non-regular operations.
 - Transport arranged in support of crew attending regulatory training sessions and company-assigned training programs.
- 1.5. Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by e-mail, fax post or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

2. Ethics, Fraud and Corruption

2.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Commission:

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

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

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of SriLankan Airlines to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines will reject a bid, if it is found that a Bidder directly or through an agent,

engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

3. Eligible Bidders

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

3.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

3.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka, at the date of submission of bids or at the date of contract award, shall be disqualified.

4. Registration Of Contract

4.1. Any person who acts as an agent or sub agent, representative or nominee for on behalf of any bidder shall register himself before submission of bid with Registrar of Public Contract Sri Lanka, as required by the Public Contract Act No. 03 of 1987. The original certificate of registration shall be submitted with the bid. The bids of those bidders who fail to submit such original certificate shall be rejected.

4.2. The bidders shall also register themselves immediately after submission of the bids and prior to the award of the procurement, in terms of the Public Contract Act No. 03 of 1987. The procurement shall not be awarded to any bidder unless such bidder has submitted the Certificate of Registration issued in terms of the Public Contracts Act to the relevant Procurement Committee.

4.3. The successful bidder shall provide the relevant particulars required by the Public Contract Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the procurement.

5. Eligible Goods / Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1. The Bidding Documents consists of all the sections indicated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Invitation for Bids
 - Section I – Instructions to Bidders (ITB)
 - Section II - Bidding Data Sheet (BDS)
 - Section III - Evaluation and Qualification Criteria
 - Section IV - Bidding Forms
 - Section V - Schedule of Requirements
 - Section VI - Draft Contract
 - Section VII - Performance Security
- 6.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SriLankan Airlines in writing at the SriLankan Airlines' e-mail address **specified in the BDS**. SriLankan Airlines will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

- 8.1. At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.
- 8.2. Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.
- 8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.1

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1. The Bid shall comprise the following **(Mandatory)**:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12,13 and 14**;
 - (b) Bid Security, in accordance with ITB Clause 20;
 - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that Goods / Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (e) Non-collusion Declaration and
 - (f) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

- 13.1. Alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1. The Bidder shall indicate on the Price Schedule the unit prices of the goods/services it proposes to supply under the Contract.
- 14.2. Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a category the bidder may do so by indicating such amounts appropriately.
- 14.3. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each category and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award more than one Contract shall specify the applicable price reduction separately.
- 14.4. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (i) However, VAT shall not be included in the price but shall be indicated separately;
 - (ii) the price for inland transportation, insurance and other related services to deliver the goods / service to their final destination;
 - (iii) the price of other incidental services
- 14.5. The Prices quoted by the bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6. All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

- 15.1. The vendors shall quote in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Conformity of the Goods / Services

- 17.1. To establish the conformity of the Goods / Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods / Services

confirm to the technical specifications and standards specified in Section V, Schedule of Requirements.

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

18. Documents Establishing the Qualifications of the Bidder

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

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

19. Period of Validity of Bids

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

20. Bid Security

- 20.1. The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.
- 20.2. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) be in the form of a bank guarantee
 - (b) be issued by a commercial bank approved by the Central Bank of Sri Lanka
 - (c) be substantially in accordance with the form include in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by SriLankan Airlines in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS.

20.3. Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by SriLankan Airlines as non-responsive.

20.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB clause 42.

20.5. The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41;

(ii) furnish a Performance Security in accordance with ITB Clause 42.

21. Format and Signing of Bid

21.1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and send to the given address as described in ITB Clause 22.

21.2. 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. Written Power of Attorney accompanying the Bid shall indicate such authorization.

21.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1. Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to address specified in BDS. The bidder shall seal the "Original" and "Copy" of

the bid in inner envelopes duly marking the two inner envelopes as “Original” and “Copy”. The two inner envelopes should then be sealed in an outer envelope.

- (a) The sealed envelopes shall bear the specific identification of this bidding process as indicated in the BDS (Refer ITB 22.1 (a)).

22.2. If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance and provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance to the Bid closing date. Refer BDS Clause 7.1 for contact details.

23. Deadline for Submission of Bids

23.1. **Bids** must be received by SriLankan Airlines to the address set out in ITB Clause 22.1 above and no later than the date and time **specified in the BDS**.

23.2. SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

25.1. A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice, All notices must be;

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective bids shall be clearly marked “WITHDRAWAL”, or “MODIFICATION”, and

25.2. received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.

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

26. Bid Opening

- 26.1. SriLankan Airlines shall conduct the bid opening in the presence of the Bidder/s at the address, date and time **specified in the BDS**.
- 26.2. First, Bids marked “WITHDRAWAL” shall be opened and read out and the bids with the corresponding bid may be opened at the discretion of SriLankan Airlines. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening, Bids marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 26.3. All other Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as SriLankan Airlines may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1.
- 26.4. SriLankan Airlines shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid price, per category if applicable, including any discounts, and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet/confirm participation.

Evaluation and Comparison of Bids

27. Confidentiality

- 27.1. Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2. Any effort by a Bidder to influence SriLankan Airlines in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

- 27.3. Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact SriLankan Airlines on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

- 28.1. To assist in the examination, evaluation, comparison and post-qualification of the bids, SriLankan Airlines may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to request by SriLankan Airlines shall not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response shall be in writing. 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 SriLankan Airlines in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1. SriLankan Airlines' determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods / Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, SriLankan Airlines' rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SriLankan Airlines and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission

30. Non-conformities, Errors, and Omissions

- 30.1. Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2. Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price

of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

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

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

31. Preliminary Examination of Bids

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

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

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

32. Examination of terms and Conditions; Technical Evaluation

- 32.1. SriLankan Airlines shall examine the Bid submitted to confirm that all terms and conditions specified in schedule of requirement have been accepted by the Bidder without any material deviation or reservation.
- 32.2. SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3. If, after the examination of the terms and conditions and the technical evaluation, SriLankan Airlines determines that the Bid is not substantially responsive in accordance with ITB Clause 29, SriLankan Airlines shall reject the Bid.

33. Conversion to Single Currency (if applicable)

- 33.1. For evaluation and comparison proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Evaluation of Bids

- 34.1. SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 34.2. To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 34.
- 34.3. To evaluate a Bid, SriLankan Airlines shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- 34.4. SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 34.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods / Services.

- 34.5. If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more categories, and shall allow SriLankan Airlines to award one or multiple categories to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated category combinations, is specified in Section III, Evaluation and Qualification Criteria.

35. Comparison of Bids

- 35.1. SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36. Post qualification of the Bidder

- 36.1. SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 36.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 36.3. An affirmative determination shall be prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SriLankan Airlines shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

- 37.1. SriLankan Airlines reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

38. Award Criteria

- 38.1. SriLankan Airlines shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. SriLankan Airlines reserves the right to accept the whole or part of the bid. Contract may award to a single bidder or more based on the operational and cost implication to the SriLankan Airlines according to the category.

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

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

40. Notification of Award

- 40.1. Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 40.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 42, SriLankan Airlines will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

41. Signing of Contract

- 41.1. After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.
- 41.2. Upon receipt of such information, the successful Bidder shall sign the Agreement.

42. Performance Security

- 42.1. Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, shall furnish the Performance Security of 5% of the contract value for the total contract period, using the Performance Security Form included in Section VII, in the form of a Bank Guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka. The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 28 days thereafter. SriLankan Airlines shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4
- 42.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

43. Corrections to BID Documents

- 43.1. Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialed. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.

Section II. Bidding Data Sheet (BDS)

The following specific data for the service to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. In the event of any discrepancy or inconsistency between the Draft Agreement and any other section of the Bidding Document, the provisions contained in Sections I to V of the Bidding Document shall prevail.

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the Contract are – Selection of a Service Provider for Provision of Transport Service for Cabin and Flight Crew– Reference No 202531846
ITB 1.2	Pre-bid meeting will be conducted on 27 th January 2026 on 1100 Hrs Attendance shall confirm to: Email : maheshini.kulathilaka@srilankan.com
	B. Contents of Bidding Documents
ITB 7.1	SriLankan Airlines contact details for Clarification/ participating Pre bid meeting / arrange entry passes for bid submission and bid opening: Mailing address : Commercial Procurement Manager (General), SriLankan Airlines Limited, Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka. Phone : 0197332650 / 0197332476 E-mail : nimnaudunuwara@srilankan.com / maheshini.kulathilaka@srilankan.com

	C. Preparation of Bids
ITB 11.1 (e)	<p>The Bidder shall submit the following documents along with the Bid.</p> <p><u>Mandatory documents -</u></p> <ul style="list-style-type: none"> • Bid Submission Form (Original)- Section IV • Duly filled Compliance Form (Original)– Section IV • Price Schedule Form (Original) - Section IV • Bid Security (Original) - Section IV • Non-collusion Declaration- Section IV <p><u>Other documents -</u></p> <ul style="list-style-type: none"> • Certificate of incorporation / business registration certificate (Copy) • Client Information Form with the numbers of vehicles deployed under each client, type of vehicles deployed and service contract duration using in order to prove required minimum eligibility of experience, current engagement and minimum fleet under Section III - Evaluation and Qualification Criteria. Format provided in bidding document (Original) - Section IV. If necessity arise, SriLankan Airlines may check with the client to get confirmation. • Copies of vehicle registration certificates issued by the department of motor traffic and valid Revenue licenses for each vehicle. If the bidder has legal entitlement to use vehicles, copies of contract/s between the bidder and third party / formal no-objection letter as a documentary of having required minimum fleet under Section III - Evaluation and Qualification Criteria. • Value Added Tax permanent registration certificate (Copy) if charging VAT • Audited Financial Statements for last 3 financial years or from the inception of the business. In the event a Sole-proprietor or partnership business failing to provide audited financial statements, such bidder shall provide Income statement, Balance sheet, Statement of cash flows certified by an Approved Accountant. • Vendor Information Form
ITB 19.1	The bid shall be valid till 8 July 2026 (for 147 days from the bid closing date)
ITB 20.1	(a) Bid shall include a Bid Security (issued by a commercial bank approved by the Central Bank of Sri Lanka) included in section IV Bidding Forms;

ITB 20.2	<p>The amount of the applicable Bid Security under which Lot/s the bid is offered shall be made by the bidder. (i.e if the offer is made for 2 categories, applicable amounts for the 2 categories shall be made)</p> <p>Applicable Bid Security values are:</p> <p>Category 1 – LKR 11,406,000</p> <p>Category 2 – LKR 6,348,600</p> <p>Category 3 – LKR 4,902,400</p> <p>Category 4 – LKR 1,315,200</p> <p>The validity period of the bid security shall be till 5 August 2026 (28 days beyond the bid validity period) or beyond any period of extension.</p>
	D. Submission and Opening of Bids
ITB 22.1	<p>The address for submission of Bids is:</p> <p>Chairman, Standing High level Procurement Committee, Commercial Procurement Department, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake.</p>
ITB 22.1 (a)	<p>Bids shall bear the following identification marks:</p> <p>Selection of a Service Provider for Provision of Transport Service for Cabin and Flight Crew</p> <p>IFB No: 202531846</p>
ITB 23.1	<p>The deadline for the submission of bids is:</p> <p>Date : 11 February 2026</p> <p>Time: 2.00 p.m</p>
ITB 26.1	<p>The bid opening shall take place at Airline Centre, Bandaranaike International Airport, Katunayake:</p> <p>Date: 11 February 2026</p> <p>Time: 2.00 p.m</p>
	E. Evaluation and Comparison of Bids
ITB 34.4	<p>The following factors and methodology will be used for evaluation:</p> <p><u>Preliminary Evaluation Criteria</u></p> <p><u>Detailed Evaluation Criteria</u></p> <p><u>Physical inspection</u></p>

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB 34)

Stage 01 –

A. Preliminary Bid Evaluation

Measure substantially responsiveness to the bidding document. SriLankan Airlines will determine the responsiveness of the bid based on the contents of the Bid as per ITB Clause 11 - Documents Comprising the Bid. If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.

B. Detailed Bid Evaluation

- A registered business within Sri Lanka
- The Bidder should have experience in providing passenger transportation for minimum 2 corporate sector/government entities throughout the last 3 consecutive years' under the same registered business name.

(If the registered business name change recently, bidder should provide required documents as to ascertain whether the Service Provider continues to be the same entity even after a name change.) Given the nature of the change, additional documents may be needed (such as letters of confirmation).

- Currently providing passenger transportation for corporate sector/government institution
- Providing passenger transportation with a minimum fleet complying to required vehicle specifications, based under which periphery that the bid has been offered as mentioned below:

Periphery	Category	Minimum requirement of current fleet
Colombo periphery	1	Cars – 13 Vans – 34 Bus - 2
	2	Cars – 20 Vans - 6
Negombo/Gampaha/ Nittambuwa / Ja-ela & Divulapitiya periphery	3	Cars – 22 Vans - 6
	4	Cars – 12 Vans - 4

Stage 02 – Determination of the lowest-evaluated bid/s

Bids will be evaluated on Category wise. Cost calculation will be done as follows:

Annual cost of a category = [Total cost per trip rate for one way of each vehicle required x Approx. trips done per month] x 12

Total cost of a Category = Annual cost of a category x 3 years (36 months)

Stage 03 - Physical Inspection

Substantially responsive qualified bidders will be invited to present vehicles for physical inspection within 21 calendar days being informed by SriLankan Airlines. All vehicles shall comply with required specifications as mentioned under “Schedule of Requirement”. Minimum requirement to operate the quoted periphery/s should be positioned at SriLankan Airlines premises at Katunayake, for physical inspection. Minimum requirement is mentioned below. Bidder shall present the documentary evidence in order to confirm the legal ownership (Vehicle registration certificates issued by the Department of Motor Traffic and valid revenue licenses) or legal entitlement to use the vehicles (copies of agreements signed with a 03rd party / formal no-objection letters covering entire contract period of 3 years). Committed vehicles for any other contract cannot be used for until the vehicles deployed contract is effective. All inspected and accepted vehicles shall use for service. Prior to commence the contract, if a permanent change of vehicle/s requires, same vehicle/s comply with mandatory specifications shall inspect and accept by SriLankan Airlines along with the above required documents.

Minimum requirement of vehicles to operate each category:

Periphery	Category	Minimum requirement for inspection
Colombo periphery	1	Cars – 13 Vans – 34 Bus - 2
	2	Cars – 20 Vans - 6
Negombo/Gampaha/ Nittambuwa / Ja-ela & Divulapitiya periphery	3	Cars – 22 Vans - 6
	4	Cars – 12 Vans - 4

Section IV. Bidding Forms

Table of Forms

Bid Submission Form

Bid acknowledgement Form

Price Schedule Form

Bid Security (Bid Guarantee)

Compliance form

Client Information Form

Vendor Information Form

Non-collusion Declaration

Bid Submission Form

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

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

No: [insert number of bidding process]

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods / Services.
- (c) The unit price/total price of our Bid without VAT, including any discounts offered is:
[insert the total bid price for quoted in words and figures];
Category 1 - Colombo periphery – Cabin Crew operation - LKR
Category 2 - Colombo periphery – Flight Crew operation - LKR
Category 3 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Cabin Crew operation - LKR
Category 4 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Flight Crew operation - LKR
- (d) The unit price/total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price quoted in words and figures]*;
Category 1 - Colombo periphery – Cabin Crew operation - LKR
Category 2 - Colombo periphery – Flight Crew operation - LKR
Category 3 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Cabin Crew operation - LKR
Category 4 - Negombo/Gampaha/Nittambuwa/Ja-ela/Divulapitiya periphery – Flight Crew operation - LKR
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the Government of Sri Lanka;

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

Bid Acknowledgement Form

IMPORTANT

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

.....

Invitation for Submission of Bids for

Reference No - is hereby acknowledged.

☐ may expect to receive our proposal on or before

.....

.....

.....

☐ We do not intend to submit a proposal because

.....

.....

Item

Details

Name of Bidder

[Insert Full Legal Name]

Address

[Insert Mailing Address]

Contact Person

[Insert Name and Designation]

Telephone Number

[Insert Phone Number]

Email Address

[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed:

Designation :

Company :

Date :

Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.

Price Schedule Form

Category 1 - Colombo periphery - Cabin crew Operation

Type of operation	Required vehicle/s	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
1.1 Main transport for Wide-body / Narrow body aircraft movement (Note 01 - Section V. Schedule of Requirements)	6 Seater van per aircraft movement				1930		
	Sedan/hatchback/ station wagon type 4-door Car				20		
1.2 Sub transport 01 (Note 02, 04 & 05 - Section V. Schedule of Requirements)	6 seater van				400 (to proceed CAK vv)		
	Sedan/hatchback/ station wagon type 4-door Car				100 (to proceed CAK vv)		
1.3 Sub transport 02 (Note 03, 04 & 05 -	6 seater van				30		

Type of operation	Required vehicle/s	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
Section V. Schedule of Requirements)	Sedan/hatchback/ station wagon type 4-door Car				870		
1.4 Ad-hoc Colombo	26 seater bus				32		
	6 seater Van				27		
	Sedan/hatchback/ Station wagon type 4-door Car				44		
Total monthly cost (LKR)							
Total cost for 3 years (LKR)							

Category 2 - Colombo periphery - Flight crew Operation

Type of operation	Required vehicle/s	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
2.1 For either narrow-body or wide-body aircraft movement	Sedan/hatchback/ station wagon type 4-door Car				1672		
2.2 Ad-hoc Colombo	6 seater Van				104		
Total monthly cost (LKR)							
Total cost for 3 years (LKR)							

**Category 3 - Negombo/Gampaha/Nittambuwa / Ja-ela / Divulapitiya / Andiambalama/ Seeduwa periphery –
Cabin Crew Operation**

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
3.1 For either narrow-body or wide-body aircraft movement	One 6 seater van	Negombo				60		
		Gampaha				23		
		Nittambuwa				18		
		Divulapitiya				20		
		Ja-ela				22		
	Sedan/hatchback/ station wagon type 4-door Car	Negombo				1180		
		Gampaha				442		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) C= A x B	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) E = C x D	Other applicable taxes
		Nittambuwa				447		
		Divulapitiya				445		
		Ja-ela				443		
3.2 Ad-hoc	6 seater Van	Negombo				06		
	Sedan/hatchback/ Station wagon type 4-door Car					15		
	6 seater Van	Gampaha				02		
	Sedan/hatchback/ Station wagon type 4-door Car					06		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
	6 seater Van	Nittabuwa				2		
	Sedan/hatchback/ Station wagon type 4-door Car					8		
	6 seater Van	Divulapitiya				1		
	Sedan/hatchback/ Station wagon type 4-door Car					3		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) C= A x B	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) E = C x D	Other applicable taxes
	6 seater Van	Ja-ela				2		
	Sedan/hatchback/ Station wagon type 4-door Car					10		
Total monthly cost (LKR)								
Total cost for 3 years (LKR)								

**Category 4 - Negombo/Gampaha/Nittambuwa / Ja-ela / Divulapitiya / Andiambalama/ Seeduwa periphery –
Flight Crew Operation**

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
4.1 For either narrow-body or wide body aircraft movement	Sedan/hatchback/ Station wagon type 4-door Car	Negombo				275		
		Ja-ela				42		
		Gampaha				42		
		Nittambuwa				14		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) C= A x B	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) E = C x D	Other applicable taxes
		Divulapitiya				30		
		Andiambalam a				30		
		Seeduwa				14		
4.2 Ad-hoc	Sedan/hatchback/ Station wagon type 4-door Car	Negombo				50		
	Sedan/hatchback/ Station wagon type 4-door Car	Ja-ela				7		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) $C = A \times B$	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) $E = C \times D$	Other applicable taxes
	Sedan/hatchback/ Station wagon type 4-door Car	Gampaha				7		
	Sedan/hatchback/ Station wagon type 4-door Car	Nittambuwa				3		
	Sedan/hatchback/ Station wagon type 4-door Car	Divulapitiya				6		
	Sedan/hatchback/ Station wagon type 4-door Car	Seeduwa				3		

Type of operation	Required vehicle/s	Location	Fuel component 40% A	Other cost component - 60% B	Per Trip rate for one way trip (LKR) C= A x B	Approx. trips done per month D	Monthly cost (in LKR excluding VAT) E = C x D	Other applicable taxes
	Sedan/hatchback/ Station wagon type 4-door Car	Andiambalam a				6		
Total monthly cost (LKR)								
Total cost for 3 years (LKR)								

Kilometer rate for all categories

Required vehicle/s	Per km rate (in LKR excluding VAT)
26 seater bus	
6 seater Van	
Multi-purpose vehicle (MPV)/Sedan/hatchback/ Station wagon type 4-door Car	

Please note the following:

1. Above approx. trips done based on the past records/estimations. Hence, SriLankan Airlines has no liability to maintain these figures during the contract.
2. A one way trip to or from the Bandaranaike International Airport (BIA) by one vehicle is considered as “one trip”. “Per km rate” shall be quoted based on the pickup point to drop off point and VV.
3. Colombo periphery and Negombo/Gampaha /Nittambuwa/ Ja-ela / Divulapitiya periphery are marked in schedule A.
4. Home Pick-up (drop) should be provided to the crew (both Flight and Cabin) within the periphery for all flights. If any pickup/drop off point scheduled by SriLankan Airlines for Flight Crew beyond the periphery, additional kilometers would be paid based on the ‘offered Kilometer rate’.
5. The pickup points of transport required for Cabin Crew on ad-hoc basis would be Colombo and Negombo/ Gampaha/Nittambuwa/ Ja-ela /Divulapitiya to Bandaranaike International Airport (BIA) and Vice versa. Home Pick-up (drop) should be provided to the Flight crew and cabin crew instructors when they are conducting training on ad-hoc basis.
6. There is a minimum cap for trips operated in the both Colombo and Negombo/Gampaha /Nittambuwa/Ja-ela /Divulapitiya periphery. If one-way trip distance in Colombo periphery is below 15 kms and in Negombo/Gampaha /Nittambuwa/Ja-ela / Divulapitiya periphery is below 10 kms, the payment will be 50% of the agreed trip rate.
7. Proper coordination has to be implemented at Inflight to assist during the arrival of crew.
8. The quoted rates should be exclusive of express way charges. The use of the express ways is compulsory when requested by SriLankan Airlines. The service provider may request for a reimbursement of the toll charges in accordance with the government approved toll charge for the relevant vehicle category, subject to approval by SriLankan Airlines.
9. Given ‘per trip/per km’ rates shall be distributed among 02 components (Fuel component - 40% and Other cost component - 60%). In the event of an increase or decrease exceeding 10% in the price of fuel (Lanka Auto Deisel (LAD) or Lanka Petrol (LP92) as quoted, by the Ceylon Petroleum

Corporation, the fuel component specified in the quoted rate shall be adjusted by a percentage equivalent to the percentage change in the fuel price of Lanka Auto Deisel (LAD) or Lanka Petrol (LP92). If there is a revision of price of basic fuel after the bid submission, the fuel component of the rate attributable per trip/km which is given by the bidder shall be revised by a percentage equivalent to the percentage of the increase or decrease in the fuel price for Lanka Auto Deisel (LAD) or Lanka Petrol (LP92) at the deadline for the submission of bids, for evaluation. In the event, fuel revision notified during the evaluation stage and entering in to the contract, adjustments will be made as mentioned above and revised rates will be included to the agreement. If the Basic fuel type/s discontinue selling/abolish in the country, the price of the next purified level of fuel type will be used for evaluation and same will be stated in the contract.

10. Bidders shall quote rates for all vehicles and locations listed under each category in the price schedule. Failure to do so will result in the bid being deemed non-responsive and not considered for evaluation. All pages of the price schedule containing rates must be duly signed and stamped by the bidder.
11. Km rate for the given vehicles shall be quoted even if the bid made for single category periphery.
12. Payment term - Minimum 45 days credit period is required.

Vehicle Type	Fuel Type and Price
26 seater bus	
6 seater Van	
Multi-purpose vehicle (MPV)/Sedan/hatchback/ Station wagon type 4-door Car	

Payment Term:.....

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

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

Bid Security

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

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

Beneficiary: ----- [Insert (by PE) name and address of Employer/ Purchaser]

Date: ----- [Insert (by issuing agency) date]

BID GUARANTEE No.: ----- [Insert (issuing agency) number]

We have been informed that ----- [Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners] (hereinafter called "the bidder") has submitted to you its bid dated ----- [Insert (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No. -- ----- [Insert IFB number] ("the IFB").

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

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

(a)

has withdrawn its Bid during the period of bid validity specified; or

(b)

does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the ITB") of the IFB; or

(c)

having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

[signature(s) authorized representative(s)]

Compliance Form

Name of the Bidder :

Requirement	Bidder's response	Remarks
Bidder should have a registered business with in Sri Lanka	Yes / No	
Bidder should have experience in providing passenger transportation for minimum 2 corporate sector/government entities throughout the last 3 consecutive years' under the same registered business name.	Yes / No	
Currently providing passenger transportation for corporate sector/government institution	Yes / No	
Providing passenger transportation with a minimum fleet complying with required vehicle specifications under" Section III - Evaluation and Qualification Criteria".	Yes / No	
Comply with required Specifications of the vehicles for both Cabin Crew and Flight Crew transportation as detailed under "Schedule of Requirement"	Yes / No	
If contract awarded, the selected Bidder shall own or have legal entitlement to use and operate all the vehicles required for transport service under the selected periphery/s complying to vehicle specification under "Schedule of Requirement"	Yes / No	

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

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

Date : *[insert date]*

Client Information Form

Company Name		Company Representative's Contact Details (Please state name, official email address and telephone number)	Numbers of vehicles deployed	Type of vehicle deployed with seating capacity	Service contract duration (From - To)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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

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

Date : *[insert date]*

Vendor Information Form

(To be filled by the vendor)

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

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

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

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

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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

✓ Tick the appropriate boxes

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

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID SHALL BE REJECTED

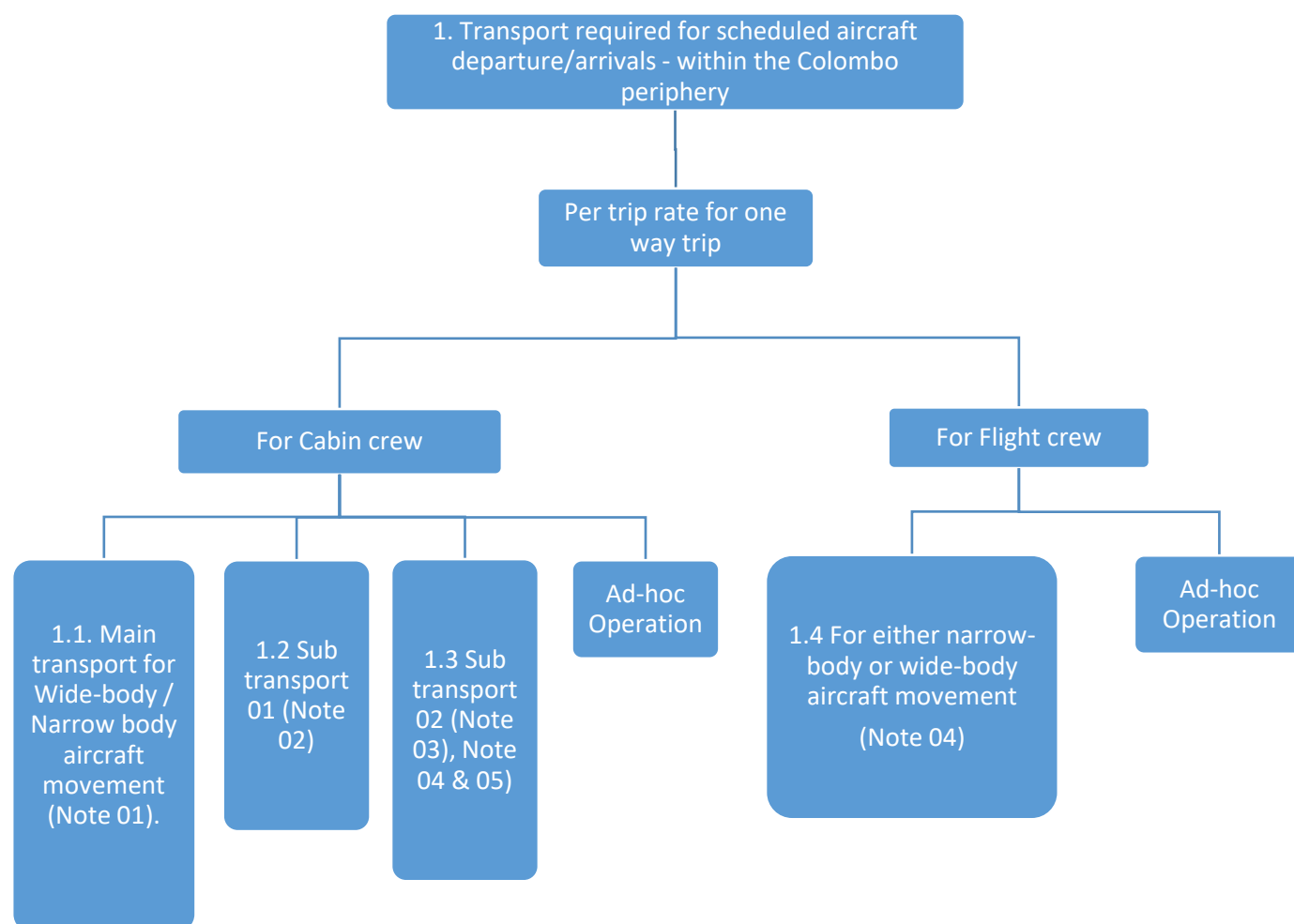
Non-collusion Declaration

Annexure III of Chapter 01	
Non-collusion Declaration (Procurement Guideline Reference - 1.5)	
<p>I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.</p> <p>(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;</p> <p>(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);</p> <p>(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.</p> <p>I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.</p> <p>I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.</p> <p>I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.</p> <p>I hereby declare that all the statements made by me above are true and correct.</p> <p>..... Signature of the Declarant</p>	

Section V. Schedule of Requirements

Period of the contract - 3 years

The following diagrams illustrate the separate transport requirements and basis of operation.



Note 01 - (Main transport 06 Seat) It is required to pick-up (drop) cabin crew from within the Colombo periphery (e.g.: from Moratuwa along Galle road and immediate suburbs) and then to pick up (drop) cabin crew to/from Sub 01 Vehicle at Peliyagoda bridge and proceeded to CAK

Note 02 – (Sub transport 01) Pick-up (drop) cabin crew from within the Colombo periphery suburbs and transfer passenger to the main vehicle or proceed to CAK vv

Note 03 – (Sub transport 02) Pick drop cabin crew north of Kelaniya bridge including Kiribathgoda/Kadawatha/Ragama and the Negombo road and transfer passenger to the main vehicle.

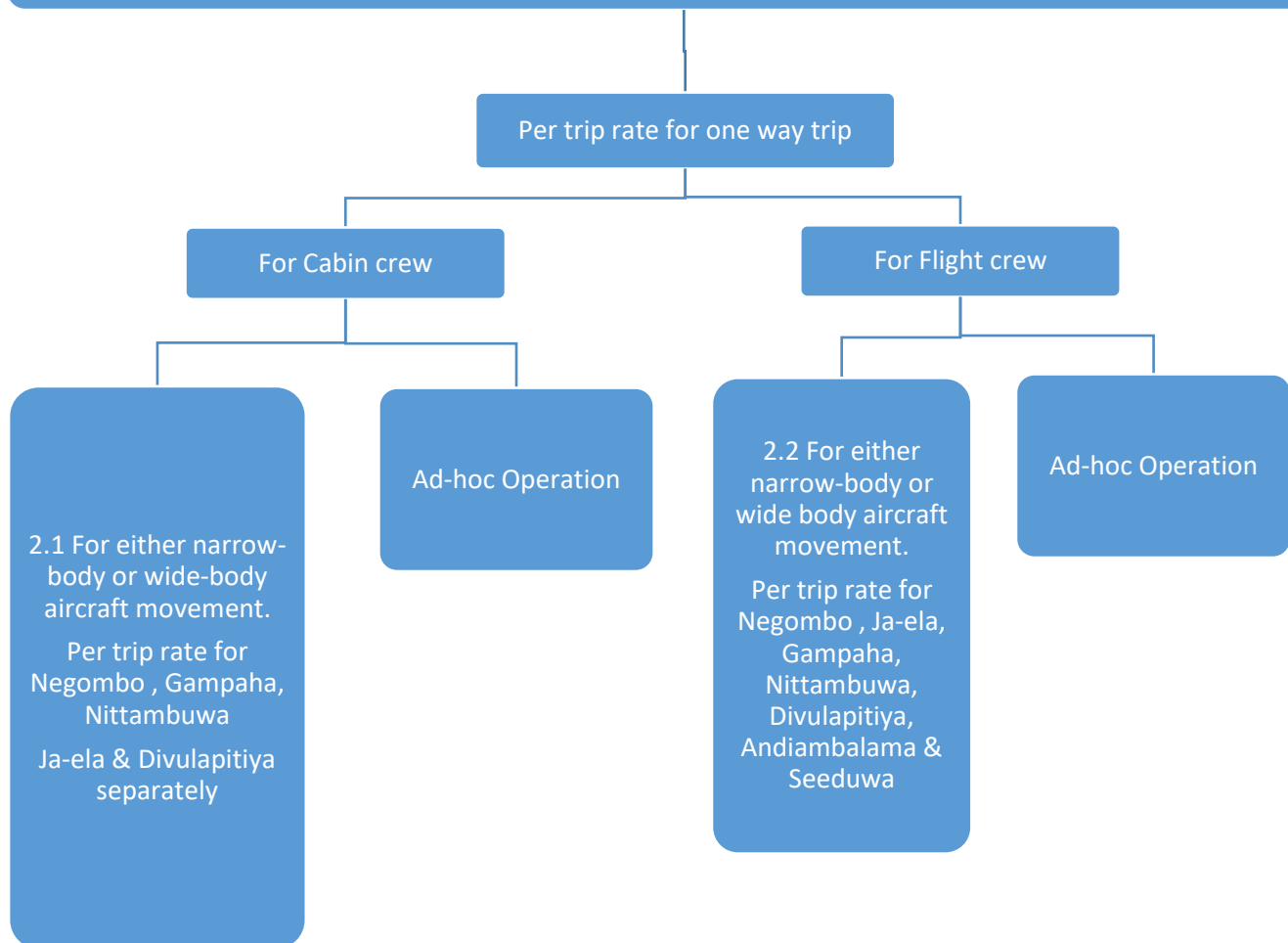
Note 04 – For a maximum of three (03) passengers a Sedan/hatchback/ station wagon type 4-door Car shall be used.

Note 05 – For four (04) or more passengers a van shall be used.

Note 06 - Landmarks of peripheries:

Sub transport 01	Sub transport 02	Negombo , Gampaha, Nittambuwa, Ja-ela & Divulapitiya
<ul style="list-style-type: none"> • Moratuwa Clock Tower • Piliyandala Junction • Pannipitiya Bo Tree Junction • Kimbulawala Bridge , Madiwela • Battaramulla Arpico • Ambagaha Junction • Wellampitiya Police Station • Kelaniya Bridge, to feed main transport 	<ul style="list-style-type: none"> • Peliyagoda • Sinharamulla • Gonawala • Makola Junction • Sangabo Mawatha (Mawaramandiya Road) • Ranmuthugala Bo Tree/Kadawatha • Ragama • Tewatta Church • Enderamulla • Hunupitiya/Wattala • Negombo Road (up to 2 Kms from main road proceed to Katunayake Airport) 	<ul style="list-style-type: none"> • Wennappuwa • Banduragoda Fuel Station • Nittambuwa • Gemunu Cinema Hall • Indigalla Junction • Gampaha • Pansala Junction • Miriswatte Junction • Ekala • Kotugoda • Divulapitiya Fuel station

2. Transport required for scheduled aircraft departure/arrivals- within the Negombo/Gampaha/Nittambuwa / Ja-ela /Divulapitiya periphery



Specifications of the vehicles

Vehicle Requirement For Scheduled and Ad-Hoc Transport Services

For Cabin Crew transportation

- 06 seater (excluding driver seat) vans (High Roof) with adjustable seats - Diesel/Petrol (with sufficient secured luggage space for 6 crew members, 6 suitcases & hand luggage. Dimensions given below)
- 26 Seater buses - Diesel
- Multi-purpose vehicle (MPV)/ Sedan/hatchback/station wagon type 4-door Car with the airbags and space for 3 crew members' luggage - Petrol/Diesel/Hybrid. Each crew member carries two baggage items (Samsonite Suitcase and Cabin Bag).

- Dimensions of baggage items are as follows:

Item Description	Height (Cm)	Length (Cm)	Width (Cm)	Net Weight (Kg)
Samsonite Suitcase	75	52	31	4.8
Cabin Bag	55	25	35	2.3

- Year of Manufacture 2019 or later. The age of vehicles deployed under the contract should not exceed 7 years at any given time.
- The vehicles should be fully air-conditioned (vans should be with dual air-conditioner) and manufactured for passenger transportation.
- The vehicles should be carpeted and should have seat belts, air bags, head rest and all standard safety devices. Protective net to be fixed to separate passenger areas and baggage area.
- All vehicles to be used for transporting of SriLankan Airlines personnel should be cleaned prior to the commencement of the trip and the windows on the vans should be covered with curtains or appropriately tinted as approved by SriLankan Airlines and within applicable Government laws and should meet all other safety requirements.
- Provide a free mobile app for crew members and handling staff of SriLankan Airlines. The app to be enabled with GPS tracking facility to identify the whereabouts of vehicles and ensure transparency. All vehicles to be registered for ETC toll payment.
- All vehicles used for the transport service shall be fully maintained at the expense of the Service Provider during the contract.
- The selected bidder should show proof of ownership or arrangement of adequate garage (Should provide documentary evidence), parking and maintenance facilities for the vehicles offered for the entire duration of the contract, and such facilities should be made available to the SriLankan Airlines for physical inspection when required.

Obligations of the service provider

As provided under the Section 02 of the “Draft agreement”

Liquidated Damages

- Any delay by the Company in picking up or dropping off the Crew at BIA at the scheduled timings as set forth under Annex 1 of the Agreement or any non-compliance by the Company of requirements under this Agreement discovered during any Audits or breach or non-performance/partial performance of the Company's obligation under this Agreement shall be subject to liquidated damages not as penalty as contained under Annex 7 of the Agreement.
- In the event of a delay by the Company in dropping off the Crew at BIA at the scheduled timings as set forth under Annex 1 of the Agreement, SriLankan Airlines shall charge the Company for each such occurrence of delay 100% of the applicable trip rate for said the journey as liquidated damages to be deducted from the monthly payment to be paid to the Company. After the 03rd occasion of the delay in a respective month, SriLankan Airlines shall charge the Company for each such occurrence of delay, 10 times the applicable trip rate for said the journey as liquidated damages to be deducted from the monthly payment to be paid to the Company.
- In the event of a delay by the Company in picking up the Crew at BIA, Arrival Terminal at the scheduled timings in excess of 15 minutes as set forth under Annex 1 of the Agreement, SriLankan Airlines shall charge the Company for each such occurrence of delay 100% of the applicable trip rate for said the journey as liquidated damages to be deducted from the monthly payment to be paid to the Company. After the 03rd occasion of the delay in a respective month, SriLankan Airlines shall charge the Company for each such occurrence of delay, 10 times the applicable trip rate for said the journey as liquidated damages to be deducted from the monthly payment to be paid to the Company.
- The Company will be charged 10 times the applicable trip rate as liquidated damages not as a penalty for each occurrence of non-compliance by the Company of requirements under this Agreement discovered during any Audits conducted pursuant to this Agreement to be deducted from the monthly payment to be paid to the Company.
- The Company will charge a reasonable amount as liquidated damages not as a penalty, decided at the discretion of SriLankan Airlines, for each occurrence of non-compliance by the Company of the provisions of this Agreement or breach or non-performance/partial performance of its obligation under this Agreement. SriLankan Airlines shall have the right deduct the said liquidated damages from the monthly payment to be paid by SriLankan Airlines to the Company.
- Delay in responding to complaints by UL: In the event the Company does not respond within 48 hours, liquidated damages of 10 times the applicable trip rate per each occasion.
- If any accident takes place, the resultant total cost to be borne by the Company.
- For a specific flight delay where SriLankan does not incur any cost: Liquidated damages of 10 times the applicable trip rate shall be charged of both categories (Cabin & Flight Crew).
- For a specific flight where SriLankan is subjected to any consequential cost resulting from a delay or other fault of the Company, the entire cost to be borne by the Company.

Section VI. Draft Contract

In the event of any discrepancy or inconsistency between the Draft Agreement and any other section of the Bidding Document, the provisions contained in Sections I to V of the Bidding Document shall prevail.

1. Draft Agreement

AGREEMENT FOR PROVISION OF TRANSPORT FOR SRILANKAN FLIGHT AND CABIN CREW

This Agreement for provision of Transport for SriLankan Flight and Cabin Crew (hereinafter referred to as “**Agreement**”) is made on

BY AND BETWEEN

SriLankan Airlines Limited, a company incorporated in the Democratic Socialist Republic of Sri Lanka, bearing Company Registration Number PB 67 and having its registered office at the Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as “**SriLankan Airlines**” which term or expression shall include where the context so requires or admits mean and include the said **SriLankan Airlines Limited**, its successors in office and assigns) of the **One Part**;

AND

[Service Provider Details] **Other Part**.

WHEREAS SriLankan Airlines is an international commercial airline;

WHEREAS the Company is a reputed transport provider in Sri Lanka which is capable of providing transport services to employees in commercial organizations;

AND WHEREAS SriLankan Airlines is desirous of availing itself of transportation services to transport its Cabin & Flight Crew (as more fully set forth under this Agreement) between the Bandaranaike International Airport, Katunayake (hereinafter referred to as “BIA”) and stipulated locations.

AND WHEREAS the Company has agreed to provide transport services to the Cabin & Flight Crew of SriLankan Airlines as required hereunder between the BIA and stipulated locations subject to the terms and conditions set out herein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE

- 1.1 The Company shall provide the agreed number and type of vehicles as set out in Annex 2 suitable for passenger transportation in order to transport SriLankan Airline’s Cabin and Flight Crew as set out in Annex I (hereinafter referred to as “Categories”) between the stipulated locations and BIA in accordance to the Timings Schedule to operate the flight schedule as set out in Annex 9 hereto (hereinafter referred to as “Transport Service”).

2. THE OBLIGATIONS OF THE COMPANY

- 2.1 The Company shall ensure that the vehicle/s to be deployed for the Transport Service pursuant to this Agreement shall be:
- (a) dedicated for Transport Services for SriLankan Airlines Cabin & Flight Crew to be operated according to the flight schedule as set out in Annex 9 and any other transport requirements requested by SriLankan Airlines;
 - (b) mechanically sound and in good condition both internally and externally at all times without any propaganda

stickers and shall be maintained in a roadworthy condition as required by SriLankan Airlines at the sole cost of the Company;

- (c) duly checked and approved by SriLankan Airlines prior to the commencement of the Agreement as per set forth in Clause 4.1 below;
- (d) either registered in the name of the Company or the Company is legally entitled to use and operate such vehicles for the purpose of this Agreement;
- (e) licensed, insured and registered in accordance with all applicable Government, local Government or provincial council laws and regulations pertaining to the road operation, environmental protection and carriage of passengers, at the sole cost of the Company;
- (f) operated on the routes within the periphery set out in Annex 10 and the agreed points at out of periphery and stop at the pick-up/drop-off points to permit members of the Cabin & Flight Crew of SriLankan Airlines' to join/alight from the vehicles;
- (g) arrive at SriLankan Airlines offices and BIA at the times set forth under Annex 9 in order to enable to operate the aircraft of SriLankan Airlines according to the schedule set out in Annex 9;
- (i) in good external condition and shall ensure that the exterior body of the vehicles deployed for the Transport Service is free from slogans and graphics, except for the name of the Company and any advertisements or promotional material regarding SriLankan Airlines;
- (j) fully maintained at the expense of the Company during the Term of the Agreement;

2.2 The Company shall:

- (a) maintain and submit the records of all trips undertaken pursuant to this Agreement as in Annex 3.
- (b) at its own expense, position one or more of its representatives in a suitable office which shall be located within a radius of three (03) kilometres of the Bandaranaike International Airport, Katunayake, who shall be contactable on a mobile phone as well as a land telephone line, Facsimile, internet and in contact with the Company's Head Office and SriLankan Airlines on a 24 x 7 basis to co-ordinate the operation of the Transport Service to be provided under this Agreement.
- (c) at its own expense, ensure that telephone, email, internet and facsimile operational connectivity is available between the Company's Head Office and its representative located as per Clause 2.2.(b) above on a 24 x 7 basis including public, mercantile and statutory holidays to enable SriLankan Airlines to contact the Company or its representative.
- (d) ensure that its employees comply with all security and other directions and regulations set out by SriLankan Airlines and other relevant authorities in relation to access to persons and property to BIA and SriLankan Airlines' premises at Katunayake and remaining in the said location.
- (e) comply with all labour and licensing rules and regulations applicable to drivers and conductors of vehicles and ensure that all drivers are sufficiently rested (6 hours undisturbed continuous rest within any given 24 hours) at the commencement of the Transport Service to be provided under this Agreement. SriLankan Airlines will have the right to do spot checks to find out whether the drivers are rested properly
- (f) have dedicated drivers to operate the vehicles who are equipped with a mobile phone with hands free equipment and the mobile phone number has been submitted to SriLankan Airlines and contactable throughout and or before commencement of any journey and deploy a conductor for vehicles as required by law.

(g) be responsible for hiring and training all drivers and shall ensure that the drivers possess sufficient experience (license shall at least 3 year old) , hold valid driving licenses to operate the relevant vehicle and adhere to all applicable laws and regulations in the discharge of their duties, are medically fit (For vision, Colour blindness and hearing test) and capable to operate the vehicles and the drivers and conductors are properly attired at all times during the Transport Service and whilst in BIA and SriLankan Airline's premises.

(h) ensure that all following documents are kept in the vehicles at all times when deployed for Transport Services.

- (i) valid revenue license for the vehicle (original)
- (ii) valid insurance certificate of the vehicle (original)
- (iii) Current vehicle emission test certificate (original)

(i) accept as passengers only those persons carrying duly authorized SriLankan Airlines' staff identity card and the transport pass.

(j) permit the authorized representatives of SriLankan Airlines to carry out spot checks on the vehicles, drivers and conductors deployed for the Transport Service and the documents to be carried in any vehicle referred to in clause 2.2 (h) during the Term of this Agreement.

(k) display a name plate indicating the details specified in Annex 6 in a prominent place in vehicles at all times when the Cabin & Flight Crew of SriLankan Airlines are transported.

(l) ensure that the vehicle deployed for the Transport Service is in accordance with the requirement set out in Annex 2.

(m) adequate garage , parking and maintenance facilities for the vehicles offered for the entire duration of the Agreement, and such facilities should be made available to SriLankan Airlines for physical inspection as and when required.

(n) The details regarding the vehicles used in the operation should be provided to SriLankan Airlines by the Company and any variations should be updated on a monthly basis. Records of servicing of vehicles periodic checks on brakes, air-conditioning etc, should be forwarded to Logistics & Properties Department of SriLankan Airlines on a monthly basis.

(o) and shall ensure its employees safely operate the vehicles deployed hereunder for the Transport Service are in accordance to the legal requirements including all safety and transportation laws and regulations.

2.3 In the event of an ad-hoc change in the vehicles for a trip prior to the commencement of the Transport Service, the Company shall specify reasons for such change and obtain prior approval for such change from SriLankan Airlines. The Company shall ensure that such alternate vehicle shall be in conformity to the specifications listed in Annex 2.

2.4 The Company shall ensure that any such ad-hoc changes shall not be for more than 48 hours duration per occasion except for the ad-hoc changes for repairs and maintenance of the dedicated vehicles. In the event of an ad-hoc change is due to a repair or maintenance of the vehicle, the Company shall inform SriLankan Airlines a tentative date for the redeployment of the vehicle for Transport Services pursuant this Agreement and an alternative vehicle shall be deployed for Transport Services with the approval of SriLankan Airlines. Any vehicle getting back to operations after repairs subsequent to a complaint, shall be cleared by SriLankan Airlines.

2.5 In the event a vehicle used for the Transport Service is required to be permanently replaced, the Company shall inform SriLankan Airlines same in writing to the officers designated in Annex 4 with the written agreement of SriLankan Airlines replace such vehicle with a suitable alternate vehicle which shall conform to the specifications listed in Annex 2.

- 2.6 The Company shall use the highway as and when required by SriLankan Airlines, and include such costs in its monthly invoices with the receipt of any toll charges incurred by the Company. As a mandatory documentary proof, the Company shall maintain log sheets which shall be duly signed by the Cabin/Flight crew members with comment "Highway is used". The vehicle registration number to be given for all toll charges incurred by the Company pursuant to this Agreement. In the event of transporting less than three crew members, vans registered as Coaches cannot be used for the performance of the Transport Service.
- 2.7 The Company shall at its own expense ensure that the vehicles deployed for the Transport Service are duly licensed, insured and registered under all applicable Government or local Government laws and regulations pertaining to the road operation, environmental protection and carriage of passengers.
- 2.8 The Company shall obtain all security clearances for drivers and conductors to enter SriLankan Airlines premises and Bandaranaike International Airport premises according to the rules and regulations prescribed by Airport & Aviation Services (Sri Lanka) Limited ("AASL") and the Ministry of Defence. Any expenses/costs incurred in respect of the aforementioned will be borne by the Company.
- 2.9 The Company shall arrange all the security passes required for the vehicles to enter and/or exit SriLankan Airlines premises in order to perform the Transport Services hereunder. Any expenses/costs incurred in respect of the aforementioned shall be borne by the Company. Company shall provide Police reports and Medical certificates of the drivers and conductors allocated for the Transport Service if required by SriLankan Airlines.
- 2.10 The Company shall provide its staff (including the drivers/conductors) at its sole cost, appropriate uniforms and Identity cards in order to perform the Transport Services hereunder, which shall always be in a presentable and clean condition. Identity cards shall be worn by its staff when providing Transport Service. The uniforms provided must be distinct from the colours and the design of SriLankan Airlines employees and from other companies working in the premises. Any expenses/costs incurred in respect of the aforementioned will be borne by the Company.
- 2.11 The Company's identification board for SriLankan Cabin Crew/Flight Crew transport to be displayed in front and rear side of the vehicle subject to the laws and regulations of the Sri Lanka Police Department.
- 2.12 The Company shall not deploy or engage to perform the Transport Services hereunder any drivers who are reported for reckless driving and not abiding with the state speed limits.
- 2.13 The Company shall make available to SriLankan Airlines the rosters of the drivers with documentary proof of time logged in for the journey and time logged off after journey on a monthly basis.
- 2.14 The Company shall ensure that all vehicles assigned to transport crew from BIA to their respective drop off points to be positioned at BIA at the scheduled time in order to prevent the crew waiting for the transportation.
- 2.15 In the event the Company is not able to transport either the Cabin Crew or the Flight Crew on its vehicles as per the terms of this Agreement including but not limited to due to an accident or breakdown of any of the vehicles deployed for the performance of the Transport Services or any vehicle is unfit/prohibited to be operated, the Company shall less than 30 minutes from the incident/notification arrange and provide a substitute vehicle for the affected Crew in vehicles of equal or superior standard and quality, in order to perform the Transport Services so that delays are not experienced by the Crew members in arriving at BIA for the operation of the aircraft. Any additional expenses/costs involved on the alternative arrangement shall be borne by the Company.
- 2.16 In the event the Company is unable to provide a substitute vehicle as set forth under Clause 2.15 less than 30 minutes and/or inability to provide a substitute vehicle within given time period may cause a delay in the operation of any of the flights of SriLankan Airlines, SriLankan Airlines and/or the affected Crew shall have the

right to arrange alternative transportation to/from BIA and the Company agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the transportation to/from BIA.

- 2.17 In the event of an accident of any of the vehicles deployed for the performance of the Transport Services, the Company shall ensure that a representative of the Company will be available at the respective Police station and/or hospital to facilitate or address any requirements arising due to such accident. All incidents/accidents with Crew on board shall be notified by the Company and/or its drivers to SriLankan Airlines immediately.
- 2.18 In the event the vehicles transporting Crew members during the performance of the Transport Services are changed for whatsoever reason, the Company and/or its drivers shall be notified the relevant Department of SriLankan Airlines immediately. This Clause shall apply when the Company provides an alternate vehicle and in the event the Crew uses a hired vehicle in terms of Clause 2.16.
- 2.19 The Company shall ensure to have a feeder system to a central point before the highway to avoid delays during peak traffic hours /traffic congestions in Colombo.
- 2.20 The Company shall ensure that to use outer circular roads (when operational) at all times for the provision of Transport Services hereunder; provided however the aforementioned use is feasible in terms of pick up/drop off points.. Additional Toll fee charges incurred by the Company for usage of any outer circular roads for the provision of Transport Services hereunder shall be reimbursed to the Company.
- 2.21 The Company shall ensure that the drivers shall note down the arrival/departure time of the vehicle at each pick up/drop off point and shall reflect the time each Crew member board the vehicle countersigned with signature of the respective Crew members. Most senior flight Crew member of the group to reflect time of arrival at BIA on the log sheet and sign off.
- 2.22 The Company shall ensure that the drivers/conductors deployed for the performance of the Transport Service hereunder adhere to the Code of Conduct for Drivers/Conductors as set forth below:
- All Crew members to be addressed as Sir or Madam;
 - Radio / Sound systems to be switched off at all times (not to be switched on even at the request of Crew);
 - Mobile phones to be used only for operational purposes;
 - Drivers/conductors to load/unload all crew baggage to and from the vehicle;
 - Drivers / conductors to have Name Tags attached in the front of their uniforms.
- 2.23 The Company shall ensure that the vehicles and the drivers deployed for the performance of the Transport Service shall be contactable at all times during the Transport Service, at the sole cost of the Company.
- 2.24 The Company shall provide SriLankan Airlines all details regarding the vehicles used in the performance of the Transport Services and any variations in respect of the aforementioned must be updated on a monthly basis.
- 2.25 The Company must maintain an adequate substitute driver/conductor pool in order to ensure to perform the Transport Service and such substitute driver/conductor shall possess the ability to run the Transport Service as set forth under this Agreement.
- 2.26 The Company shall obtain, keep valid and subsisting at all times during the Term of this Agreement all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in respect of the operation of Transport Service for the purposes hereunder and for the performance of its obligations hereunder.
- 2.27 The Company shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Transport

Service as required hereunder. The Company shall make reasonable efforts to have the ability and capacity to meet such requirements to perform the Transport Service in a timely and efficient manner.

- 2.28 In the event the Company or its drivers fails to pick up or drop off the Cabin and/or Flight crew member/s at the stipulated locations or the BIA, where applicable, the Company shall reimburse to SriLankan Airlines any cost and expenses incurred for the alternative transport arrangements.
- 2.29 In the event the Company fails to perform any of the Transport Service for any of the given routes within the periphery as set out in Annex 10 and the agreed points at out of periphery as set out in Annex 10, SriLankan Airlines shall have the right to either terminate this Agreement (in whole or in part) or shall have the right to arrange alternative transportation to BIA from any such given routes that the Transport Service has not been performed and *vice versa* and the Company agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the alternative transportation to BIA arranged by SriLankan Airlines from any such given routes that the Transport Service has not been performed and *vice versa*.

3. PARKING FACILITIES

- 3.1 SriLankan Airlines shall not be responsible for providing parking facilities for any of the vehicles deployed for the Transport Service at BIA or SriLankan Airlines' premises or any other location during any period of time save and except as provided in Clause 3.2.
- 3.2 Subject to the approval of relevant authority at BIA, SriLankan Airlines may provide temporary waiting facilities for the vehicles deployed for the Transport Service at the SriLankan Airline's premises or its vicinity, immediately upon arrival of the vehicles or before commencing any journey, subject to the Company complying with all security and other directions set out and/or informed by SriLankan Airlines Limited, Airport & Aviation Services (Sri Lanka) Limited & other relevant authorities in respect of the use of the temporary parking facilities at SriLankan Airline's premises. SriLankan Airlines shall charge the Company for any temporary waiting facilities provided by SriLankan Airlines to the Company for the vehicles parked at the SriLankan Airline's premises or its vicinity.
- 3.3 Vehicles shall be parked at the Bandaranaike International Airport Arrival Terminal at the slotted pick up times in order for the arriving Crew to embark on to the vehicles. The Company is responsible for arranging the necessary parking slots at BIA for the aforementioned and shall bear all the related expenses/costs in respect of same.

4. RIGHTS, DUTIES AND OBLIGATIONS OF SRILANKAN AIRLINES

- 4.1 SriLankan Airlines may, at the commencement or at any time during the Term of this Agreement inspect any vehicle to be deployed for the purpose of Transport Service under this Agreement provided that inspection, certification or approval of any vehicle by SriLankan Airlines shall not be deemed to be a waiver of the requirements set out in Clause 2.1 (b) and 2.1 (c) and Annex 2 or in any way relieve the adherence to the obligations of the Company under Clause 2 and Annex 2 hereof.
- 4.2 SriLankan Airlines shall pay for the Transport Service according to the rates set out in Annex 5.
- 4.3 SriLankan Airlines may request the Company to provide additional ad-hoc transport service on a 24 x 7 basis. The Company shall accommodate such requests by SriLankan Airlines. Any additional services provided by the Company under this Agreement shall be at the existing rates specified in Annex 5 or at rates mutually agreed by and between the Company and SriLankan Airlines for any other category or service not specified in Annex 1.

- 4.4 Notwithstanding anything to the contrary stated herein, SriLankan Airlines may request the Company not to re-deploy a particular driver and/or conductor who operate/s the vehicle on any of SriLankan Airlines' categories, if in the opinion of SriLankan Airlines such person is inappropriate or unsuitable to perform the Transport Service hereunder. In such event, the Company shall ensure that the particular driver shall immediately hand over the entry pass to SriLankan Airlines.
- 4.5 SriLankan Airlines shall not be obligated or responsible to provide parking facilities for the Company's vehicles at SriLankan Airlines premises.
- 4.6 SriLankan Airlines reserves the right to test the drivers for the use of alcohol or psychoactive substances, as and when required.
- 4.7 SriLankan Airlines reserves the right to request the Company to produce any vehicles for further physical inspection periodically, and any new vehicles intended to be used for the performance of the Transport Service prior to such vehicles utilized to perform the Transport Service.

5. RATES AND PAYMENT

- 5.1 The Company shall invoice SriLankan Airlines on a monthly basis in respect of the Transport Service provided by the Company for the previous month at the rates set out in Annex 5 subject to Clause 5.3. The Company shall invoice SriLankan Airlines separately for Transport Services provided for Flight Crew and Cabin Crew. The Company shall only invoice SriLankan Airlines for the performance of actual journeys pursuant to this Agreement. No further payments shall be payable by SriLankan Airlines to the Company in the event extra journeys have been provided by the Company to the Crew without the express consent of SriLankan Airlines.
- 5.2 SriLankan Airlines shall settle all undisputed invoices submitted by the Company within forty five (45) days after the receipt thereof; provided however, in the event an invoice is disputed, SriLankan Airlines shall pay the undisputed amount as stated herein and the disputed amount shall be payable within fourteen (14) days of the resolution of the dispute.
- 5.3 All the invoices should be forwarded to SriLankan Airlines marked attention of the officer designated for this purpose in Annex 4.
- 5.4 SriLankan Airlines shall be entitled to withhold or deduct from any payments due to the Company or any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 5.5 All payments pursuant to this Agreement shall be in Sri Lanka Rupees and made to the following account of the Company;
Payee :
Name of the bank - Account Number -
- 5.6 Either Party shall be responsible for payment of any applicable taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislations and/or regulations.
- 5.7 Value Added Tax (VAT) are excluded from the rates and prices set forth in Annex 5 and shall be payable by SriLankan Airlines as per Annex 5.
- 5.8 SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the Company and/or the Company's employees. Taxes that arise on the income of either Party will be the responsibility of each such Party.
- 5.9 Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment to due to the Company as per the tax laws of Sri Lanka.

- 5.10 Personal income tax and corporate income tax of the Company, the Company's employees payable in Sri Lanka shall be borne by the Company.

6. REVISION OF RATES

- 6.1 In the event of an increase or decrease exceeding 10% in the Price of Fuel (Diesel LAD or Petrol LP 92) by Ceylon Petroleum Corporation the fuel component of the rate shall be revised by a percentage equivalent to the percentage of increase or decrease in the Price of Fuel as set out in Annex 5. Revisions only be made based on the prices of Lanka Auto Deisel (LAD) or Lanka Petrol (LP92) only. Any increase or decrease in Toll fee by Road Development Authority the Toll fee for the respective vehicle category shall be revised as set out in Annex 5.
- 6.2 The revised rates shall be mutually agreed by the Parties in writing and recorded as an amendment to the rates set out in Annex 5. Upon such amendment, the Basic Price of Fuel shall be amended to be the price of fuel recorded in such amendment to Annex 5.

7. VARIATIONS

- 7.1 Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may by giving the Company 30 days written notice shall have the right to withdraw, add, vary any of the Categories set out in Annex I, or vary, withdraw, add services, pick-up points and drop-off points to the out of periphery list or change the periphery. Upon such variation, the Parties shall record such variation by way of a written amendment to the applicable Annexes. Such amendment shall record inter alia the proportionate adjustment to the rate if any which shall be calculated at the rates set out in Annex 5.

8. BANK GUARANTEE

- 8.1 At the execution of the Agreement, the Company shall furnish SriLankan Airlines an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka, from a commercial bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines, for the amount of Sri Lanka Rupees (Rs./=) shall be submitted to SriLankan Airlines as security for the due and proper performance by the Company of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Company. The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the bank guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Company's failure to complete its obligations under the Agreement.
- 8.3 The bank guarantee will be discharged by SriLankan Airlines and returned to the Company within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Company's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Company fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the bank guarantee accordingly. In the event of an adjustment or deduction of the bank guarantee by SriLankan Airlines against any sums due from the Company, the Company shall within fourteen (14) days of the deduction submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the bank guarantee to its original amount.

- 8.5 SriLankan Airlines shall not make any payments under this Agreement to the Company until SriLankan Airlines has received the bank guarantee as stipulated under Clause 8 hereof.
- 8.6 The value of the bank guarantee may be varied at any time at the option of SriLankan Airlines and the Company shall furnish an additional bank guarantee covering the varied amount within thirty (30) days of notification to the Company.
- 8.7 SriLankan Airlines' rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines pursuant to this Agreement.

9. LIABILITY AND INDEMNITY

- 9.1 The Company shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its directors, officers, servants, agents, employees, free and clear from and against all losses, damages, costs, expenses, demands, claims and liabilities of any nature whatsoever (whether or not involving a third party claim) arising from or in connection with any death, accident, injury or delay to any person including Crew, passengers, employees or agents of SriLankan Airlines or the Company or any third parties and/or for loss of or damage to any property of the Crew, passengers or any third party and/or SriLankan Airlines, its employees or the Company, whether arising in contract or in tort which arises out of or is related to any act or omission of the Company, its employees, workers or subcontractors except where such death, injury, loss or damage arises out of the willful misconduct of SriLankan Airlines, its directors, officers, servants, agents or employees.
- 9.2 The Company further undertakes and agrees to indemnify and hold harmless, SriLankan Airlines, its officers, directors, employees and agents from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever (whether or not involving a third party claim) arising from or out of the (i) execution or performance of any of the Transport Service under this Agreement by the Company, its employees or its agent or otherwise.
- 9.3 The Company shall indemnify SriLankan Airlines, its directors, officers, agents and employees in respect of any losses, costs, expenses claims, damages, liabilities that may arise out of any claim by any employee/s of the Company under the Workmen's Compensation Ordinance No. 19 of 1934 as amended from time to time or any other law, applicable to the Company or to its employees in the discharge of its obligations under this Agreement.
- 9.4 The Company shall indemnify SriLankan Airlines and its directors, officers, agents and employees from and against any and all losses, costs, expenses claims, damages, liabilities, demand, of any nature whatsoever (whether or not involving a third party claim) arising from or out of the Company's breach of its obligations or non-compliance or failure to perform any of its obligations under this Agreement including its representations and warranties or any delay in operating any flights by SriLankan Airlines due to the delay or failure in providing the Transport Service.
- 9.5 The protection of the indemnities to be provided under Clauses 9.1, 9.2, 9.3 and 9.4 above shall be deemed to survive the expiry or termination of this Agreement howsoever occasioned.
- 9.6 SriLankan Airlines (its directors, officers, servants, agents or employees) shall be liable to the Company in any action or claim for any indirect or consequential or special damages or loss including any loss of profits, loss of goodwill, loss of revenue, loss of business opportunities, loss of use suffered or incurred by the Company arising out of or relating to this Agreement, including without limitation to liability in tort even if SriLankan Airlines is advised of the possibility of such loss or damage

10. AUDIT AND INVESTIGATION

- 10.1 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to audit the level and standard of Transport Services provided by the Company in accordance with the existing guidelines, internal policies of SriLankan Airlines and also in accordance with this Agreement. In the event, SriLankan Airlines deems it necessary; it will instruct the Company to conduct special training for its staff in order to perform the Transport Service and the Company shall ensure to abide by such instructions provided by SriLankan Airlines. Such audit shall be carried out at a location determined by SriLankan Airlines and the Company shall comply and take immediate steps to implement the corrective action so recommended at its own cost within a time period mutually agreed with SriLankan Airlines. Failure to do so shall entitle SriLankan Airlines to terminate this Agreement forthwith by written notice without any liability to pay any penalty or compensation to the Company. SriLankan Airlines shall provide a prior notice to the intended audit carry out once in six months. SriLankan Airlines shall be entitled to recover the cost of a re-audit if SriLankan Airlines requires to carry out a re-audit as a result of the failure of the Company to implement the corrective measures recommended by SriLankan Airlines within the mutually agreed time period at the initial audit.
- 10.2 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to conduct investigations whenever necessary for any incident/ accident that will transpire in the course of providing Transport Service to transport its Flight and Cabin crew to and from the Bandaranaike International Airport, Katunayake to stipulated locations. SriLankan Airlines shall conclude such investigations in respect of such incident/ accident within a reasonable time and shall notify to the Company its findings including corrections, improvements implemented and preventive measures to be adopted by the Company in the performance of the Transport Service. The Company shall comply and take immediate steps to implement the improvements and any corrective actions recommended by SriLankan Airlines at its cost within a time period mutually agreed with SriLankan Airlines. The Company shall assist SriLankan Airlines in such investigation providing its staff if SriLankan requires to record their statements and/or any other form of assistance.

10.3 Performance of the Transport Service provided by the Company will be reviewed periodically by SriLankan Airlines based on, but not limited to the following criteria:

- (i) The agreed standard safety devices utilized for the performance of the Transport Service;
- (ii) Road-worthiness and serviceability of vehicles utilized for the performance of the Transport Service;
- (iii) Cleanliness of vehicles utilized for the performance of the Transport Service;;
- (iv) Attitude of drivers and conductors towards SriLankan Airlines staff and Crew in performing the Transport Service
- (v) The validity period of the vehicle revenue license of all vehicles utilized for the performance of the Transport Service;
- (vi) The validity period of all driver's license performing the Transport Service;
- (vii) Insurance and legal liability coverage provided for the passengers travelling on the vehicles deployed for the Transport Service.

If Company doesn't meet any of the criteria set down by SriLankan Airlines, SriLankan Airlines shall have the right to charge liquidated damages from the Company not as a penalty as set out in Annex 7.

11. INSURANCE

- 11.1 Without prejudice to the generality of Clause 9, the Company shall maintain and keep valid at all times at its own cost and expense suitable comprehensive motor vehicle insurances policy covering own vehicle damage and

third party coverage in respect of the Vehicles provided under this Agreement including but not limited to cover the following.

(i) Death/Bodily Injury Insurance Coverage

- (a) Unlimited Third Party Legal Liability insurance covering legal liability for death of or bodily injury to any person including but not limited to the driver, passengers, employees and agents of SriLankan Airlines Limited.
- (b) Personal Accident Benefit Insurance Cover (inclusive of Strike, Riot & Civil Commotion and Terrorism) for the licensed seating capacity of the vehicle including the Driver for amount of Rs. 200,000 (Rupees Two Hundred Thousand) per seat.
- (c) Legal liability for passengers and goods for not less than LKR 500,000 per person.

(ii) Third Party Property Damage Liability Coverage

Third Party Legal Liability Cover against Loss of or Damage of any Property including the property belonging to SriLankan Airlines Limited and/or its Employees and agents or any other third party for an amount of not less than Rs. 2,000,000 (Rupees Two Million).

- (iii) Loss of/Damage to the vehicles coverage should, in addition to the comprehensive coverage include riot & strike, terrorism, natural perils, self-ignition, and include cover for, but not be restricted to, paint work, external fixations, buffers, lights and the like. The vehicle shall be insured on a hiring basis and the value covered shall not be less than its current market value including the value of all non-factory fitted accessories.

- 11.2 The Company shall also maintain a workmen's compensation insurance policy covering the drivers, conductors and any other employee(s) of the Company involved in performing this contract. The policy shall cover the risks of riot and terrorism. Notwithstanding this clause the Company shall not be liable for any injury / disease / death to the driver or any employee of the Owner howsoever caused.
- 11.3 Insurance policies referred to in Clause 11.1 and 11.2 above shall be arranged with a reputable insurance company with Island wide coverage acceptable to SriLankan Airlines Limited
- 11.4 Waive rights of subrogation or action against SriLankan Airlines or its employees, agents, or persons travelling in the vehicles provided by the Company pursuant to this Agreement in connection with any losses or claim resulting from the performance of services by the Company.
- 11.5 The Company shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce Insurance Policies/Certificates/Endorsements evidencing coverage as per the requirements of Clauses 11.1 and 11.2.
- 11.6 The insurance coverage required by Clause 11.1 and 11.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.
- 11.7 Under no circumstances, SriLankan Airlines or its directors, officers, Agents and employees shall be held responsible for any loss of or damage to the vehicles or its accessories or spares unless such damage is caused due to the willful misconduct of SriLankan Airlines or its employees.

12. NON-COMPLIANCE AND LIQUIDATED DAMAGES

- 12.1 In the event of the non-compliance or breach by the Company of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:

- a) Terminate this Agreement as per clause 13 below;
- b) Charge the Company liquidated damages as specified in Annex 7 which shall be the estimated amount of the monies payable for the relevant Transport Services or other obligation for the relevant period of non-compliance or breach; and/or
- c) Obtain the services of another service provider to carry out the services provided, however, that in the event any money is expended by SriLankan Airlines on account of the Company's non-compliance or breach of its duties, such said expenditure shall be re-charged to the Company and the Company shall also forego the prorated amount for that particular trip on that date.

12.2 Notwithstanding Clause 12.1, without prejudice to the right of SriLankan Airlines to charge liquidated damages, the Company shall in any event of non-compliance of this Agreement or breach of any of its obligations hereunder, make good the non-compliance, irregularity, breach and/or lapse within fourteen days to the satisfaction of SriLankan Airlines.

13. TERM AND TERMINATION

13.1 This Agreement shall be effective from the Commencement Date set out in Annex 8 and shall continue to be valid for the period stipulated in Annex 8, (hereinafter referred to as "Term") unless terminated earlier in accordance with this Agreement.

13.2 Notwithstanding anything to the contrary herein stated, SriLankan Airlines may terminate this Agreement on whatsoever ground by giving to the Company thirty (30) days prior written notice. Such termination shall take effect on the expiry of the notice period.

13.3 SriLankan Airlines may terminate this Agreement forthwith in writing:

- (i) in the event the Company does not commence the Transport Services on the Commencement Date set out in Annex 8 or in the manner required by SriLankan Airlines or fails to provide the Transport Service or fulfil its obligations under this Agreement in a timely manner; provided that such termination shall not be effective until the Non-Defaulting Party have served a written notice on the Defaulting Party specifying the nature of such failure and the Defaulting Party have failed or refused to remedy such failure within fifteen (15) days from receipt of such notice. It is hereby agreed by the Parties that having regard to the level of performance required of the Party in breach, several unconnected but material breaches may constitute a failure of either Party to fulfil its obligations under this Agreement.
- (ii) the Company does not maintain or is not maintaining the standard specified or implied herein to the satisfaction of or in the manner required by SriLankan Airlines;
- (iii) the Company is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;
- (iv) In the event of the Company's or its personnel's licences, permits or other authorisation in respect to the performance of Transportation Services or such licences, permits or other authorisation is revoked, cancelled or suspended, SriLankan Airlines may terminate this Agreement and such termination shall take effect as at the date of such revocation, cancellation or suspension of the Company's or its personnel's licence, permits or other authorization;
- (v) SriLankan Airlines ceases its flights operation from BIA or business operations (in whole or in part) and such termination shall be effective one day after the SriLankan Airlines' last flight from BIA.

13.4 Either Party shall have the right to terminate this Agreement forthwith by written notice to the other upon the happening of any of the following events:

(a) if the other Party is in breach of any of the terms or conditions of this Agreement and fails to rectify that breach within fourteen days from the date of notification of it by the non-defaulting Party;

(b) if the other Party enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; or

(c) if the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade or loses its licenses to operate the services contracted for in the Agreement.

(d) if the other Party fails to obtain or maintain any license/approvals or the suspension or revocation of any license/approvals necessary for the conduct of the business of the other Party.

13.5 Termination or expiration of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either Party.

13.6 On the termination of this Agreement howsoever occasioned or the non-renewal of this Agreement, the Company shall only be entitled to receipt of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for the Transport Service provided in accordance with the terms of this Agreement until the date of termination. The Company shall not be entitled any compensation, further costs and/or damages whatsoever (direct/indirect, consequential or special), loss of profits or revenue claimed to have been suffered by the Company (including its agents, employees and representatives) as a result of termination of this Agreement. No payment whatsoever shall be payable by SriLankan Airlines to the Company or any of the employees of the Company apart from payment due to the Company as provided under Clause 5.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 SriLankan Airlines shall with the prior written consent of the Company be entitled to assign or transfer the Agreement in whole or in part thereof to a subsidiary or associate company of SriLankan Airlines.

14.2 The Company's rights or obligations under this Agreement shall not be assigned, transferred or sub contracted without the prior written approval of SriLankan Airlines; provided that the Company shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned or subcontracted. Any subcontracting or assignment of the Company's rights and obligations under this Agreement shall not increase SriLankan Airlines' obligations or diminish SriLankan Airlines' rights under this Agreement.

14.3 If the Company subcontracts any of its obligations under this Agreement (in whole or in part), the Company shall ensure that the subcontractor shall comply and perform the Transport Service in accordance to terms and standards specified under this Agreement. For the avoidance of doubt, any appointment of a subcontractor will not relieve the Company from any liability under this Agreement, and the Company remains responsible for all obligations, services and functions performed by any subcontractor to the same extent as if those obligations, services and functions were performed by the Company.

14.4 The Company shall ensure that in respect of any Transport Service which are sub-contracted, that any vehicles so used for the performance of this Agreement shall be properly insured and such insurance shall comply with the same terms and conditions as stipulated in clause 11.

15. FORCE MAJEURE

- 15.1 The Parties shall be exempt from liability in respect of any failure to perform their obligations under this Agreement due to or arising out of acts of God or public enemy, civil war, insurrection, riots, fire, floods, explosions, earthquakes, accidents, epidemics, quarantine restrictions, any act of governmental priority allocation regulations or any other like or similar cause to the extent that such cause is beyond the control of such Party. Upon the occurrence or imminent occurrence of any such event the affected Party shall give the other immediate notice thereof and where such notice is given verbally it shall be followed immediately in writing and the performance of the affected Party's obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused.. Such cause(s) shall however as far as possible be remedied by the affected Party with all reasonable dispatch. Regardless of the excuse for Force Majeure, if the Company cannot perform the Transport Service within thirty (30) days after the event took place, SriLankan Airlines may have the option to terminate this Agreement immediately by issuing written notice to the Company.
- 15.2 In the event the force majeure event relates to the provision of Transport Service by the Company, unless otherwise directed by SriLankan Airlines in writing, the Company shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 15.3 For the avoidance of doubt, it is hereby stated that in the event the Company is unable to provide the Transport Service pursuant to this Agreement in a situation enumerated above, the payment to be made pursuant to Clause 5 hereof shall be proportionately reduced taking into account the rates set out in Annex 5.

16. INDEPENDENT CONTRACTOR

- 16.1 At all times the Company (together with its employees including drivers and conductors and agents) shall be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 16.2 Nothing contained in this Agreement and no activity by either Party in the performance hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of its officers, directors, employees, an agency or representative an employer-employee relationship or a partnership, joint venture or association, nor shall this Agreement or any activity by either Party hereunder create or be deemed to create any express or implied right, power or authority of either Party to enter into any agreement or commitment, or to incur any liability or obligation, on behalf of the other Party.

17. REPRESENTATION AND WARRANTIES

- 17.1 Each of the Parties hereto warrants that it has the corporate power and authority to enter into this Agreement and has obtained all necessary licenses, approvals and consents to enter into this Agreement and discharge the obligations in the manner set out herein.
- 17.2 The Company represents and warrants that the Company has license to provide Transport Service and has obtained insurance coverage as required under law and Clause 11 of the Agreement.
- 17.3 The Company represent and warrants that it owns or have legal entitlement to use and operate all the vehicles required as set forth hereunder for the Term of the Agreement.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and shall be subject to exclusive jurisdiction of courts of Sri Lanka.
- 18.2 In case of any dispute arising between contracting parties, a serious attempt shall be undertaken by both parties towards an amicable settlement prior to instituting proceeding in the courts of Sri Lanka

19. NOTICE

- 19.1 Except otherwise required in the Agreement, all notices , requests, demands, or other communications under this Agreement shall be in writing and delivered personally or sent by registered mail, email or facsimile in the case of SriLankan Airlines and the Company to the designated officer and address set out in Annex 4.
- 19.2 Such notice shall become effective:
- (a) in the case of hand delivery on delivery;
 - (b) in the case of registered mail on three working days upon sending the mail;
 - (c) in the case of facsimile and email, twenty-four (24) hours after transmission unless such transmission was outside of normal business hours/working days or on public holiday, on the time of resumption of normal business hours

20. GENERAL

- 20.1 The rights and remedies of SriLankan against the Company for the breach of any conditions and for any obligations undertaken by the Company shall not be prejudiced or deemed to be waived by reason of any indulgence of forbearance of SriLankan Airlines.
- 20.2 Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 20.3 If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or application of such terms or provision to persons or circumstances (other than those as to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Agreement) not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 20.4 This Agreement together with the Annexes which shall form an integral part of this Agreement, contains the entire Agreement between the Parties and shall supersede all prior agreements, whether written or oral between the Parties hereto concerning the subject matter hereof. This Agreement shall not be varied otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Company respectively by their duly authorized representatives.
- 20.5 Neither failure nor delay on the part of SriLankan Airlines to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by SriLankan Airline of any right, remedy, power or privilege preclude any other or further exercise of the same of any other right, remedy, power or privilege, nor shall any waiver by SriLankan Airline of any right, remedy, power or privilege with respect to any occurrence or the breach of any condition and obligations undertaken by the Company under this Agreement be construed as a waiver thereof with respect to any other occurrence. A waiver by SriLankan Airlines of any breach or default by the Company will not be construed as a continuing

waiver of the same or any other breach or default under the Agreement.

20.6 Time is of essence in the performance each and every obligations of the Company.

20.7 The Company shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Company shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.

20.8 Termination or expiration of the Agreement for any reason shall not relieve either Party of any rights and obligation which expressly or by implication survives termination of this Agreement.

21. CONFIDENTIALITY OF INFORMATION

21.1 The Company hereby undertakes that the Company and each of its affiliates, employees, agents or representatives shall not, without limit in point of time, divulge or communicate to any third party any information relating to the business and affairs of SriLankan Airlines, which may come to the knowledge of the Company in the course of delivering the services contracted out under this Agreement. The Company shall ensure the applicability of confidential obligations of the Company under this Agreement are extended to its staff on same or more stricter terms by way of a Non-Disclosure Agreement entered in to between Company and each individual staff.

21.2 In the event the Company,, any of its employees, agents, or representatives or Staff breaching the obligation set out under Clause 21.1, SriLankan Airlines shall be entitled to forthwith terminate this Agreement.

22. INTERLLECTUAL PROPERTY RIGHTS

22.1 The Company acknowledges that SriLankan Airlines is the sole and exclusive owner of the its trademarks, service marks, designs, labels, know-how, trade names, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("SriLankan Intellectual Property Rights"). The Company agrees that save as expressly permitted under this Agreement; it shall not at any time make use of the SriLankan Intellectual Property Rights without the specific written consent of SriLankan Airlines. Any such consent if granted shall be limited to its terms and shall not be construed to grant permission to any subsequent use of any of SriLankan Intellectual Property Rights and its subsidiaries and associates, except as otherwise specifically provided in such consent. All materials prepared by the Company utilizing the SriLankan Intellectual Property Rights shall be subjected to prior written approval of SriLankan Airlines which approval may be withdrawn at any time upon reasonable cause (including failure of the Company to abide by the terms of this Agreement).

22. DEFINITIONS

In this Agreement, including the recitals and Annexes, except where the context so requires :

“ **Categories/crew/crew member**” shall mean any staff member category belonging to Flight and Cabin Crew of SriLankan Airlines as set out in Annex 1.

“ **Basic Fuel Price**” shall mean as the stipulated in Annex 5 or other revised amount as set out in any amendment thereto.

“User Department” shall mean Inflight service delivery Department, Flight operations Department, Logistics & Properties Department

IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to set their hands hereunto and to one other of the same tenor on the date first written above.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

.....
Name :
Designation :

Witness :
Name :
Designation :

FOR AND ON BEHALF OF

.....
Name :
Designation :

Witness :
Name :
Designation :

ANNEX 1

STAFF TRANSPORTATION CATEGORIES AND TIMINGS

1. Staff Transportation Categories:

(i) Flight Crew - Employees of SriLankan Airlines who are responsible for operating the SriLankan Airlines Aircraft.

(ii) Cabin Crew - Employees of SriLankan Airlines who are responsible for operating the In-flight Cabin Services in the SriLankan Airlines Aircraft.

2. Scheduled Timings:

(i) Flight Crew

Vehicles deployed for the provision of Transport Service for Flight Crew to arrive at the first and each pick up point 05 minutes before commencement of the journey (or each segment of the journey) and shall arrive at BIA 01 hour 15 minutes before the standard time of departure of the flight. If Transport Service is delayed for any reason whatsoever, the Company must submit the reasons for the delay to the Flight Operations Department of SriLankan Airlines within 24 hours from the completion of the journey. If any explanation/reasons provided by the Company is not acceptable to SriLankan Airlines, SriLankan Airlines shall have the right to charge liquidated damages as set forth in Annex 7 of this Agreement for each occurrence/incident of delay.

(ii) Cabin Crew

Vehicles deployed for the provision of Transport Service for Cabin Crew to arrive at the first pick up point 05 minutes before commencement of the journey (or each segment of the journey) and shall arrive at BIA 01 hour 35 minutes before the standard time of departure of the flight. If Transport Service is delayed for any reason whatsoever, the Company must submit the reasons for the delay to the Inflight Service Delivery Department of SriLankan Airlines within 24 hours from the completion of the journey. If any explanation/reasons provided by the Company is not acceptable to SriLankan Airlines, SriLankan Airlines shall have the right to charge liquidated damages as set forth in Annex 7 of this Agreement for each occurrence/incident of delay.

Vehicles deployed from the provision of Transport Service for Flight Crew and Cabin Crew shall be picked up at BIA at the standard time of arrival of each flight as set forth in Annex 9 and/or at the time/times as informed by Sri Lankan Airlines to the Company from time to time.

ANNEX 2

SPECIFICATION OF THE VEHICLES

Vehicle Requirement For Scheduled And Ad-Hoc Transport Services

For Cabin Crew transportation

For Flight Crew transportation

ANNEX 3

DETAILS OF THE RECORDS AND THE OPERATION CENTRE

1. Records and the Operation Centre to be maintained by the Company as required in Clause 2.2 (a) and (b)
 - a) The Company shall maintain a dedicated operation centre with personnel to cater to this particular operation, located within a radius of three kilometres of the Bandaranaike International Airport, Katunayake, who shall be contactable on a mobile phone as well as a land telephone line, Facsimile, internet and in contact with the Company's Head Office and SriLankan Airlines on a 24 x 7 basis to co-ordinate Transport Services , avoid delays and non-attendance.
 - b) Log sheets of the trips to be maintained in accordance with the Format "A" below and the Company shall comply with the following:
 - i. Each trip must be duly signed by the last disembarking SriLankan Airlines Staff member who travelled in the vehicle
 - ii. Log sheets shall be forwarded, together with a fortnightly summary of every trip carried out on a twenty-four (24) hour basis, to SriLankan Airlines at the end of every fortnight.
 - iii. Log sheets must be duly certified by an authorized officer of the Company

- c) Delay reports to be maintained in accordance with Format “B” below and the Company shall comply with the following:
- A delay report should include all delays, times and reasons for such delays of trips
 - Delay reports shall be duly certified by an authorized officer of the Company and shall be forwarded to SriLankan Airlines at the end of every fortnight along with the logbook.
 - A nil report must be submitted if no delay has occurred during a fortnightly period.

Format “A”
Log Sheet

Date	Departure Point	Departure Time	Arrival Point	Arrival Time	Signature of an Employee
------	-----------------	----------------	---------------	--------------	--------------------------

Format “B”
Delay Report

Date	Departure Point	Scheduled Departure Time	Actual Departure Time	Arrival Point	Scheduled Arrival Time	Actual Arrival Time	Reason for the Delay
------	-----------------	--------------------------	-----------------------	---------------	------------------------	---------------------	----------------------

Any Changes to the formats set out above should be in writing and should be agreed by the both parties.

Format to be amended to include ‘number of Km’, where applicable.

ANNEX 4

Designated Officers in SriLankan Airlines for Notices

a) Clauses 2.3 , 2.4 & 2.5
Ad-hoc & permanent change in the vehicles

Manager Logistics
Logistics & Properties Departments,
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake.

b) Clause 5.3 Invoices
for Payments

Manager Financial Services
Financial Services Department,
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake.

c) Clause 19

Notices in relation to this Agreement except for the purposes mentioned above

Senior Manager Commercial Procurement
Commercial Procurement Department,
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake.

**ANNEX 5
Rates and Payment Terms**

The rates set out in this Annex consist of the three components namely: Fuel Component, Balance Cost Component & Toll Fee.

**ANNEX 6
Name Plate Wording**

Crew Transport
SriLankan Airlines Limited

**ANNEX 7
Liquidated Damages**

**ANNEX 8
Term of the Agreement**

- Clause 13.1

Commencement Date:

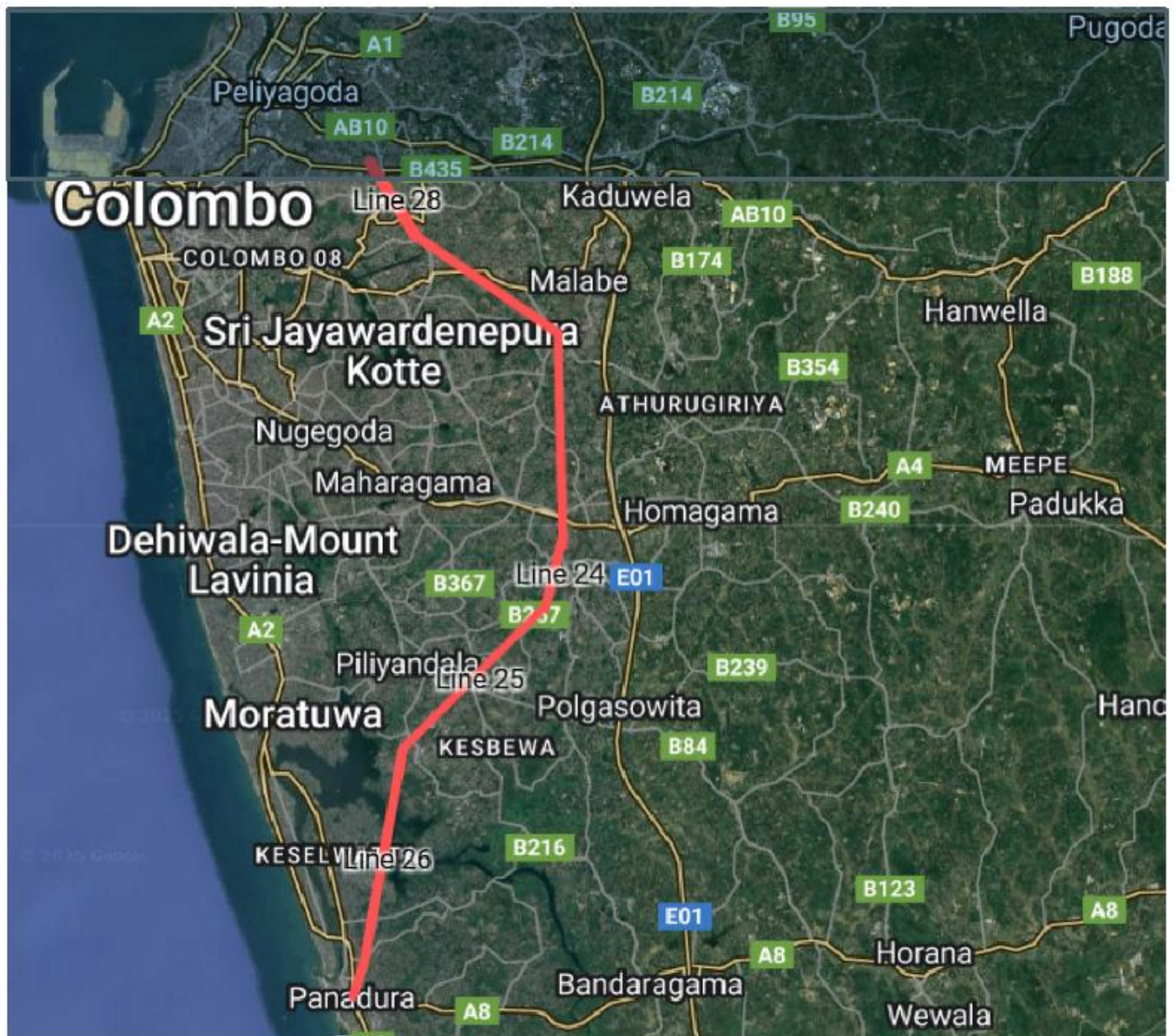
.....

Period of the Agreement:

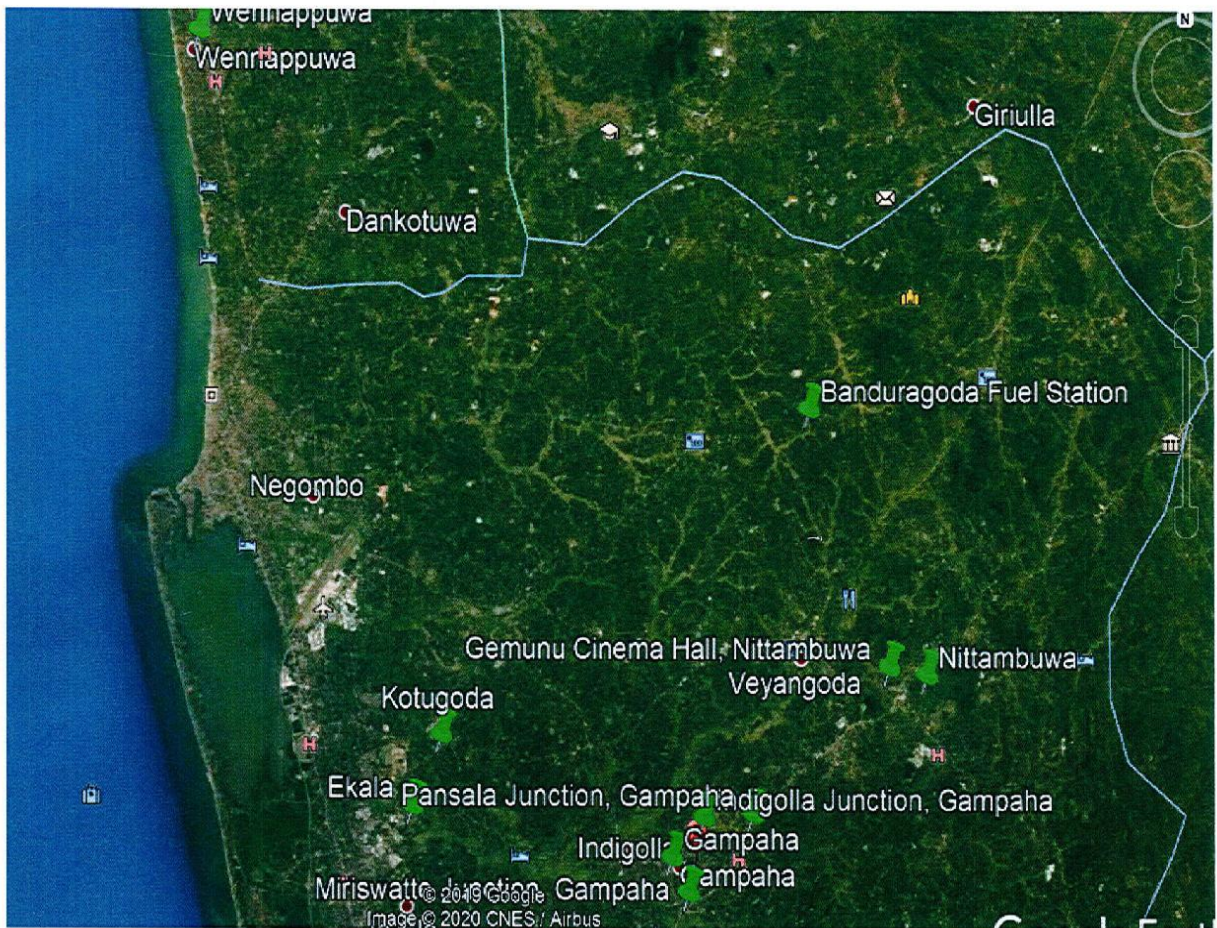
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**ANNEX 9
Flight Schedule**

Colombo Periphery



Negombo/Gampaha /Nittambuwa/ Ja-ela / Divulapitiya



Section VII. Performance Security

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

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

Date: _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ *[name of Contractor/supplier]* (hereinafter called 'the Contractor') has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the _____ *[insert "construction / "supply"]* of _____ *[name of contract and brief description of Works or supply]* (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount of figures]* (_____) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the _____ day of _____, 20____ *[insert 28 days beyond the scheduled contract completion date]*. and any demand for payment under it must be received by us at this office on or before that date.

signature(s)