



**APPOINTMENT OF AN AUTHORIZED HANDLING AGENT FOR SRILANKAN AIRLINES'  
CONNECTING POINT SERVICES (LAYOVER PROGRAMME)**

**IFB No: SHLPC/CPS/01/2025**

**CHAIRMAN OF THE STANDING HIGH LEVEL PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS AND CIVIL AVIATION  
ON BEHALF OF  
SRILANKAN AIRLINES  
BANDARANAIKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**



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Dear Sir/Madam,

**IFB NO: SHLPC/CPS/01/2025**

**APPOINTMENT OF AN AUTHORIZED HANDLING AGENT FOR SRILANKAN AIRLINES' CONNECTING POINT SERVICES (LAYOVER PROGRAMME)**

SriLankan Airlines hereby invites tenders for the Appointment of an authorized Handling Agent for SriLankan Airlines' Connecting Point Services (Layover Programme)

The bid document is attached herewith.

**Bid** should be submitted in a **sealed envelope** with the IFB number clearly marked on the top left corner of each envelope addressed to **Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by **1400 hours** (Sri Lankan time: GMT +0530) on **03<sup>rd</sup> February 2026**.

All bids shall require a minimum refundable Bid Security amounting to LKR 11,037,000.00 (USD 35,230.47) (1USD = LKR 313.28, CBSL Selling rate as of 02<sup>nd</sup> January 2026) and bidders shall enclose the Bid security deposit with their bid. The Bid Security should be in the form of an unconditional irrevocable bank guarantee drawn at sight in favor of SriLankan Airlines Limited, valid till from **03<sup>rd</sup> February 2026 to 28<sup>th</sup> August 2026** (for a period of 205 days from the tender closing date). Bids without a refundable Bid Security will not be considered.

A pre bid meeting will be organized on **23<sup>rd</sup> January 2026** Sri Lankan time 1000 (GMT +5:30 Time Zone) via MS Teams to provide the prospective Bidders with the necessary information related to the project. Only 01 representative per bidding company is permitted to join the pre-bid meeting. Please contact any of the above, well in advance for necessary arrangements to join the meeting.

The Bid Acknowledgement form attached to the document must be completed and returned by e-mail to [nipuna.fernando@srilankan.com](mailto:nipuna.fernando@srilankan.com) and [dinithi.balasooriya@srilankan.com](mailto:dinithi.balasooriya@srilankan.com)

**Bids** will be opened at **1415** hrs. (Sri Lankan time: GMT +0530) on **03<sup>rd</sup> February 2026** at the Commercial Procurement Meeting Room, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

**CHAIRMAN  
STANDING HIGH LEVEL PROCUREMENT COMMITTEE  
ON BEHALF OF  
SRILANKAN AIRLINES LTD**

## BID ACKNOWLEDGEMENT FORM

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

Name of Bidder

**Details**

[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.*

## **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 Limited ("SriLankan Airlines") is required to appoint a sole Handling Agent to provide services to the Airline's Passengers transiting through Sri Lanka on its SriLankan Layover Programme. The contract period will be for 3 years. The terms and conditions detailed in this tender shall form the basis of the Agreement to be executed between SriLankan Airlines and the successful Handling Agent.

1.2. 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 guide lines of the Procurement Guidelines of SriLankan Airlines:

- 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 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.

3.2 A Bidder that is under a declaration of ineligibility by the National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPC, <https://www.nprocom.gov.lk>.

#### **4. Eligible Related Services**

4.1 All the 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**

#### **5. Sections of Bidding Documents**

5.1 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 7.

- Invitation for Bids
- Bid Acknowledgement Form
  - 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. Conditions of Contract (CC)
  - Section VII. Contract Data
  - Section VIII. Draft Contract, Performance Security and Vendor Information Form

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

## **6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact 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 seven (07) 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 7.

## **7. Amendment of Bidding Documents**

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

7.2 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.

7.3 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 22.1

### **Preparation of Bids**

## **8. Cost of Bidding**

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

## **9. Language of Bid**

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

## **10. Documents Comprising the Bid**

10.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 11,13 and 14;**
- (b) Bid Security, in accordance with ITB Clause 19;
- (c) documentary evidence in accordance with ITB Clauses 17 and 28, that Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

## **11. Bid Submission Form and Price Schedules**

11.1 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.

## **12. Alternative Bids**

12.1 Alternative bids shall not be considered.

## **13. Bid Prices and Discounts**

13.1 The Bidder shall indicate on the Price Schedule the **best and final rates/unit prices** of the services it proposes to supply under the Contract.

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

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

13.4 Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the service provider:

- I. However, VAT shall not be included in the price but shall be indicated separately.
- II. the price of other incidental services

13.5 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 30.

13.6 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 services.

#### **14. Currencies of Bid**

14.1 The vendors shall quote in Sri Lanka Rupees (LKR) or in United States Dollars (USD).

#### **15. Documents Establishing the Eligibility of the Bidder**

15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms; Bid Submission Form, Price Schedule/Rate Sheet, Bid Security (Bid Guarantee), Specifications/Requirements, Compliance form and Non-collusion Affidavit.

#### **16. Documents Establishing the Conformity of the Related Services**

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

16.2 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 Related Services, demonstrating substantial responsiveness of the Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

## **17. Documents Establishing the Qualifications of the Bidder**

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

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

## **18. Period of Validity of Bids**

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

18.2 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 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **19. Bid Security**

19.1 The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees (LKR) or equivalent in United States Dollars (USD), and shall:

- (a) At the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

- (b) Be issued by an institution acceptable to SriLankan Airlines. The acceptable institutes are published in the NPC website, <https://www.nprocom.gov.lk>
- (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 19.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period specified in the BDS.

19.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1 and 19.2, may be rejected by SriLankan Airlines as non-responsive.

19.4 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 41.

19.5 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 18.2; or
- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 29.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 40;
  - (ii) Furnish a Performance Security in accordance with ITB Clause 41.

## **20. Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 and clearly mark it as "ORIGINAL". In addition, the Bidder shall submit a copy of the bid and clearly

mark it as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

20.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

20.3 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**

### **21. Submission, Sealing and Marking of Bids**

21.1 Bidders may always submit their bids by post or by hand.

(a) Bidders submitting bids by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelope as "ORIGINAL" and "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

(a) Bear the name and the address of the Bidder;

(b) Be addressed to SriLankan Airlines in accordance with ITB Sub-Clause 22.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.

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

### **22. Deadline for Submission of Bids**

22.1 Bids must be received by SriLankan Airlines at the address and no later than the date and time **specified in the BDS**.

22.2 SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, 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.

### **23. Late Bids**

23.1 SriLankan Airlines shall not consider any bid that arrives after the deadline for the submission of bids, in accordance with ITB Clause 22. Any Bid received by SriLankan Airlines after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### **24. Withdrawal, and Modification of Bids**

24.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (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 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", or "MODIFICATION", and
- (b) Received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.

24.3 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.

### **25. Bid Opening**

25.1 SriLankan Airlines shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

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

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, 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 23.1.

25.4 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 lot 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.

## **26. Confidentiality**

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

26.2 Any effort by a Bidder to influence 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.

26.3 Notwithstanding ITB Sub-Clause 26.2, 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.

## **27. Clarification of Bids**

27.1 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 29.

## **28. Responsiveness of Bids**

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

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

(a) affects in any substantial way the scope, quality, or performance of the Related 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.

28.3 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

## **29. Non-conformities, Errors, and Omissions**

- 29.1 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.
- 29.2 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.
- 29.3 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.

29.4 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.

### **30. Preliminary Examination of Bids**

30.1 SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

30.2 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 11.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 11;
- (c) Bid Security in accordance with ITB Clause 19.

### **31. Examination of terms and Conditions; Technical Evaluation**

31.1 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.

31.2 SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, 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.

31.3 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 28, SriLankan Airlines shall reject the Bid.

## **32. Conversion to Single Currency (if applicable)**

32 For evaluation and comparison purposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the Central Bank selling rates prevailing at the bid opening date.

## **33. Evaluation of Bids**

33.1 SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 33.

33.3 To evaluate a Bid, SriLankan Airlines shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 13;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
- (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and 13.3

33.4 SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 33.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of related Services.

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

## **34. Comparison of Bids**

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

### **35. Post qualification of the Bidder**

35.1 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.

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

35.3 An affirmative determination shall be 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.

### **36. SriLankan Airlines' Right to accept Any Bid, and to Reject Any or All Bids**

36.1 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**

### **37. Award Criteria**

37.1 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.

### **38. SriLankan Airlines' Right to Vary Quantities at Time of Award**

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

### **39. Notification of Award**

39.1 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.

39.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

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

### **40. Signing of Contract**

40.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.

40.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

### **41. Performance Security**

41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, shall furnish the Performance Security equivalent to 5% of the total estimated cost using the Performance Security Form included in Section VI. 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 19.4

41.2 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.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	<b>A. General</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are - Appointment of an Authorized Handling Agent for SriLankan Airlines' Connecting Point Services (Layover Programme) (IFB No: SHLPC/CPS/01/2025)
	<b>B. Contents of Bidding Documents</b>
<b>ITB 6.1</b>	<p>For <u>Clarification of bid purposes</u> only:</p> <p><u>SriLankan Airlines contact details</u></p> <p>Mailing address : SriLankan Airlines Limited            Commercial Procurement Department (Inflight)            Airline Centre, Bandaranaike International Airport,            Katunayake,            Sri Lanka</p> <p>Fax : +94 (0) 19733 5225</p> <p>E-mail : <a href="mailto:nipuna.fernando@srilankan.com">nipuna.fernando@srilankan.com</a>  <a href="mailto:dinithi.balasooriya@srilankan.com">dinithi.balasooriya@srilankan.com</a></p> <p>Phone : +94 (0) 74444 2773            +94 (0) 74444 2737</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1 (e)</b>	<p>The Bidder shall submit the following additional documents:</p> <p>Company profile</p> <p>Client references during the period as an Inbound Tour Operator within the past 8 years.</p>
	Forms & currency

<b>ITB 18.1</b>	The bid shall be valid till <b>03rd February 2026 to 27<sup>th</sup> July 2026</b> (for 175 days from the bid closing date)
<b>ITB 19.1</b>	(a) Bid shall include a Bid Security (issued by bank or surety) included in section IV Bidding Forms;
<b>ITB 19.2</b>	The amount of the Bid Security shall be: LKR 11,037,000.00 The validity period of the bid security shall be from <b>03<sup>rd</sup> February 2026 to 28<sup>th</sup> August 2026</b> (for 205 days from the bid closing date)
	<b>D. Submission and Opening of Bids</b>
<b>ITB 21.2(c)</b>	The inner and outer envelopes shall bear the following identification Marks: Appointment of an Authorized Handling Agent for SriLankan Airlines' Connecting Point Services (Layover Programme). IFB No: SHLPC/CPS/01/2025
<b>ITB 22.1</b>	<p>For bid submission purposes, SriLankan Airlines' address is:</p> <p>Attention : Manager Commercial Procurement Address : Commercial Procurement Department, SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Kutunayake, Sri Lanka.</p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to participate pre-bid meeting, hand deliver bids or participate for bid opening.</b></p> <p>For pre-bid meeting, please provide the email of the participant through email: <a href="mailto:nipuna.fernando@srilankan.com">nipuna.fernando@srilankan.com</a> by 8.30a.m. on <b>22<sup>nd</sup> January 2026</b> Sri Lankan time GMT +5:30 Time Zone) in order to send the invitation for the pre bid meeting:</p>

	<p>The deadline for the submission of bids is:</p> <p>Date : <b>03<sup>rd</sup> February 2026</b></p> <p>Time:1400hrs</p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:</p> <p>Address: Commercial Procurement Room, Airline Centre, BIA, Kutunayake, Sri Lanka</p> <p>Date: <b>03<sup>rd</sup> February 2026</b></p>

	Time: 1415hrs
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 33.4</b>	<p>The following factors and methodology will be used for evaluation:</p> <p><u>1. Minimum Eligibility Criteria</u></p> <p>i). A registered member of Sri Lanka Association of Inbound Tour Operators (SLAITO) or Valid Registered Travel Agency under SLTDA license</p> <p>ii). Minimum experience of 3 consecutive years in the Inbound Tour Operator Business within the past 8 years.</p> <p>iii).</p> <p>The Handling Agent shall provide a vehicle fleet with adequate capacity to support an average daily movement of approximately 100 passengers to and from Bandaranaike International Airport (BIA). The Handling Agent shall also ensure sufficient operational flexibility to accommodate increased passenger volumes during peak operational periods</p> <p>The fleet should fulfill the requirements and standards stipulated in Section 3.5 of Technical Specifications as stipulated by SriLankan Airlines and vehicle inspections for compliance including all documentation of the vehicles.</p> <p>2. Evaluation criteria stipulated in Section III.</p>

### **Section III. Evaluation and Qualification Criteria**

#### **1. Evaluation Criteria (ITB 33.4)**

##### Minimum eligibility Criteria

1. A registered member of Sri Lanka Association of Inbound Tour Operators (SLAITO) or Valid Registered Travel Agency under SLTDA license
2. Minimum experience of 3 consecutive years in the Inbound Tour Operator Business within the last 8 years.
3. The Handling Agent shall provide a vehicle fleet with adequate capacity to support an average daily movement of approximately 100 passengers to and from Bandaranaike International Airport (BIA). The Handling Agent shall also ensure sufficient operational flexibility to accommodate increased passenger volumes during peak operational periods

The fleet should fulfil the requirements and standards stipulated in Section 3.5 of Technical Specifications as stipulated by SriLankan Airlines and vehicle inspections for compliance including all documentation of the vehicles.

##### Evaluation Criteria

Successful bidder shall comply with all the requirements as indicated in the Specifications/ Requirements in the Compliance form.

1. Financial performance of the bidder
2. Total Cost of the contract
3. Availability of written declaration by the bidder confirming the agreement to all the clauses in the draft agreement.

#### **2. Post-qualification Requirements (ITB 35.2)**

After determining the lowest-evaluated compliant bid in accordance with ITB Sub-Clause 34.1, SriLankan Airlines shall carry out the post-qualification of the Bidder in accordance with ITB Clause 35, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

##### (a) Financial Capability

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

Audited financial statements for the last 03 years (mandatory)

##### (b) Experience and Technical Capacity

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

Memorandum and Articles of Association, Partnership Agreement or such other relevant documents.

Current clientele for the similar services offered with reference letters and reference contacts.

#### **Section IV. Bidding Forms (Mandatory Documents)**

##### **Table of Forms**

Bid Submission Form

Price Schedule/Rate Sheet

Bid Security (Bid Guarantee)

Specifications/Requirements Compliance form

Non-collusion Affidavit

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

**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 Related Services.
- (c) The total price of our Bid without VAT, including any discounts offered is: LKR/USD *[insert the total bid price in words and figures];*
- (d) The total price of our Bid including VAT, and any discounts offered is: LKR/USD *[insert the total bid price in words and figures];*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, 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 41 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 National Procurement Agency;
- (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]*

## Annex 01

### Price Schedule/Rate Sheet

#### Category 01 – Negombo

Room type: Standard/Deluxe

Names of the Hotels proposed for this Category: Camelot Beach Hotel, Topaz beach hotel, Hush Lagoon 30, Amora Lagoon, Hotel J Negombo, Lime shine hotel, Kumudu Valley , Good wood plaza, Catamaran, sea Horse hotel (Delete if not applicable)

(You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be within 20 km radius from BIA

Category 01	Net Rate excluding VAT (LKR/USD) (A) <small>Note 1</small>	Estimated volume per annum (B) <small>Note 2</small>	Total Cost per annum (LKR/USD) =(A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		1280	
Double		900	
Triple		265	
<b>13 - 24 hours</b>			
Single		2500	
Double		1850	
Triple		565	
<b>Rate for meals - per head</b>			
Breakfast		1720	
Lunch		2765	
Dinner		2285	
Light Refreshment		1260	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

Rates in Sri Lankan Rupees or in United States Dollars

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

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

Date: ..... *[Insert date]*

## Price Schedule/Rate Sheet

### Category 02 – Negombo

Room type: Deluxe

Names of the Hotels proposed for this Category:

Regal Réseau Hotel & Spa, Ayur Resort & Ayurveda Retreat, Vivanta by Taj, Regenta Arie Lagoon, Hotel Royal Ramesses, Jetwing Sea, Goldi Sands, Tamarind Tree, Club Hotel Dolphin

(Delete if not applicable)

(You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be within 20 km radius from BIA.

Category 02	Net Rate excluding VAT (LKR/USD) (A) <small>1</small>	Estimated volume per annum (B) <small>2</small>	Total Cost per annum (LKR/USD) =(A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		1280	
Double		900	
Triple		265	
<b>13 - 24 hours</b>			
Single		2500	
Double		1850	
Triple		565	
Breakfast		1720	
Lunch		2765	
Dinner		2285	
Light Refreshment		1260	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

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

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

Date: ..... *[Insert date]*

### Category 03 - Negombo

Room type: Deluxe

Names of the Hotels proposed for this Category: Sentido Heritance Negombo, Jetwing blue, Jetwing beach, Amagi aria, Wattura Resort & Spa

(Delete if not applicable (You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be within 20 km radius from BIA

Category 03	Net Rate excluding VAT (LKR/USD) (A) <sup>Note 1</sup>	Estimated volume per annum (B) <sup>Note 2</sup>	Total Cost per annum (LKR/USD) = (A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		600	
Double		420	
Triple		125	
<b>13 - 24 hours</b>			
Single		1175	
Double		865	
Triple		265	
<b>Rate for meals - per head</b>			
Breakfast		810	
Lunch		1300	
Dinner		1075	
Light Refreshment		590	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges and etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

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

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

Date: ..... *[Insert date]*

## Price Schedule/Rate Sheet

### Category 01 – Colombo

Room type: Deluxe

Names of the Hotels proposed for this Category: Cinnamon red/Mandarina Colombo/Renuka city hotel/  
Fairview Hotel/ GOH/ The Ocean (Delete if not applicable)

(You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be in Colombo city limits

Category 01	Net Rate excluding VAT (LKR/USD) (A) <sup>Note 1</sup>	Estimated volume per annum (B) <sup>Note 2</sup>	Total Cost per annum (LKR/USD) =(A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		130	
Double		90	
Triple		30	
<b>13 - 24 hours</b>			
Single		250	
Double		185	
Triple		55	
<b>Rate for meals - per head</b>			
Breakfast		170	
Lunch		280	
Dinner		230	
Light Refreshment		125	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

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

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

Date: ..... *[Insert date]*

## Category 02 – Colombo

Room type: Deluxe

Names of the Hotels proposed for this Category: Jetwing Seven / Marino Beach Colombo / Fair Way /GrandBell Hotel/Amari Colombo/ Radisson/ Galle face Hotel/Galadari/ Ramada Colombo (Delete if not applicable)

(You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be in Colombo city limits

Category 02	Net Rate excluding VAT (LKR/USD) (A) <small>Note 1</small>	Estimated volume per annum (B) <small>Note 2</small>	Total Cost per annum (LKR/USD) =(A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		130	
Double		90	
Triple		30	
<b>13 - 24 hours</b>			
Single		250	
Double		185	
Triple		55	
<b>Rate for meals - per head</b>			
Breakfast		175	
Lunch		275	
Dinner		230	
Light Refreshment		125	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

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

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

Date: ..... *[Insert date]*

### Category 03 - Colombo

Room type: Deluxe

Names of the Hotels proposed for this Category: Cinnamon Life/ Sheraton Colombo/Hilton Colombo / Cinnamon Grand / Shangri La Colombo/ Cinnamon Lakeside / Kingsbury Hotel / NH Collection/ Taj samudra (Delete if not applicable)

(You may propose any other hotels similar to the hotels mentioned above, subject to SriLankan Airlines confirmation)

Note - Hotels shall be in Colombo city limits

Category 03	Net Rate excluding VAT (LKR/USD) (A) <sup>Note 1</sup>	Estimated volume per annum (B) <sup>Note 2</sup>	Total Cost per annum (LKR/USD) =(A) x (B)
<b>Rate per room inclusive of Airport transfers (Both ways)</b>			
<b>Less than 12 hours</b>			
Single		60	
Double		45	
Triple		15	
<b>13 - 24 hours</b>			
Single		120	
Double		85	
Triple		25	
<b>Rate for meals - per head</b>			
Breakfast		80	
Lunch		130	
Dinner		110	
Light Refreshment		60	
		<b>Estimated Total Cost per annum</b>	
		<b>Estimated Total Cost for 03 years</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Bid Evaluation Committee reserves the right to give preference to the LKR fixed rate bids against USD bids converted to LKR at the CBSL selling rate of the bid opening date up to a tolerance of +1 % of the lowest USD bid.

Note 2: Net Rate – Should include all taxes and charges such as TDL, NBT, Service charges etc.

Note 3: Volumes are estimated based on historical figures and actual figures may vary depending on flight schedule etc. Payment will be done based on actual invoice value.

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

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

Date: ..... *[Insert date]*

### NOTE: PLEASE SUBMIT YOUR BEST AND FINAL OFFER (BAFO)

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

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

Date: ..... *[Insert date]*

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

**Bid Security**

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

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

**Beneficiary:** SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) Having been notified of the acceptance of its Bid by SriLankan Airlines 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.
- (d) 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 of authorized representative(s)]*

## Specifications/ Requirements Compliance form (MANDATORY)

Name of the Bidder : .....

Name of the Principal (if any) : .....

Running Number	Specification clause	Bidder's Response (Yes/No)	If 'No' comments
1	2.1 A registered member of Sri Lanka Association of Inbound Tour Operators (SLAITO) or Valid Registered Travel Agency under SLTDA license.		
2	2.2 Minimum experience of 3 consecutive years in the Inbound Tour Operator Business within the past 8 years.		
	2.3 The Handling Agent shall provide a vehicle fleet with adequate capacity to support an average daily movement of approximately 100 passengers to and from Bandaranaike International Airport (BIA). The Handling Agent shall also ensure sufficient operational flexibility to accommodate increased passenger volumes during peak operational periods. The fleet should fulfil the requirements and standards stipulated in Section 3.5 of Technical Specifications as stipulated by SriLankan Airlines and vehicle inspections for compliance including all documentation of the vehicles shall be facilitated.		
3	3.1 Main Operation		
4	3.2 Reservations/ Handling for CPS Passengers		
5	3.3 Airport Counter Handling		
6	3.4 Transport		
7	3.5 Hotel Accommodation		
8	3.6 Logistics and Co-ordination		
9	4. Exclusivity		
10	4.1		
11	4.2		
12	4.3		
13	5. Liability, Indemnity and Liquidated Damages		
14	5.1		
15	5.2		

<b>Running Number</b>	<b>Specification clause</b>	<b>Bidder's Response (Yes/No)</b>	<b>If 'No' comments</b>
16	5.3		
17	5.4		
18	5.5		
19	5.6		
20	5.7		
21	5.8		
22	5.9		
23	6. Intellectual Property Rights, Confidentiality and Data Protection		
24	6.1		
25	6.2		
26	6.3		
27	6.4		
28	6.5		
29	6.6		
30	6.7		
31	7. Insurance		
32	<p>7.1 The Handling Agent shall maintain and keep in place the undernoted policies of insurance.</p> <p>a. Comprehensive motor vehicle insurance covering own vehicle damage for the current market value of each vehicle used in the performance of this contract. The vehicles shall be insured on the basis that they are used for hire and reward, and cover shall include riot and terrorism.</p> <p>Compensation for third party bodily injury/death shall be unlimited whilst third party property damage shall be not less than LKR 3,000,000. Each passenger seat shall be insured for personal accident for a minimum of LKR 1,000,000 per seat and cover shall include legal liability for passengers.</p>		

<b>Running Number</b>	<b>Specification clause</b>	<b>Bidder's Response (Yes/No)</b>	<b>If 'No' comments</b>
	<p>Goods shall be insured for not less than LKR 500,000 per vehicle.</p> <p>b. Workmen's Compensation insurance for all employees, drivers, cleaners, assistants and other representatives of the Handling Agent or their service providers involved in the performance of this contract. The insurance policy shall cover riot and terrorism.</p> <p>c. An Inbound Tour Operators liability including but not limited to liability for bodily injury/death and/or property damage of guests, general third party bodily injury/death and/or third party property damage, liability arising out of fire, explosion, food &amp; drink poisoning, passenger liability in excess of motor insurance coverage, with a limit of indemnity of not less than LKR 50,000,000 per event.</p> <p>All hotel and resort service providers used or recommended by the Handling Agent in the performance of this agreement shall maintain a public liability insurance policy including liability arising out of fire, explosion, food &amp; drink poisoning, with a minimum limit of liability per event of LKR 100,000,000. The premises of such hotels and resort service providers shall be comprehensively insured for current replacement/reinstatement values. Employees of such premises shall be covered for workmen's compensation which shall be extended to cover riot and terrorism. It shall be the responsibility of the Handling Agent to ensure that such insurances are in place and to provide proof of such insurances upon request by Sri Lankan Airlines.</p>		

<b>Running Number</b>	<b>Specification clause</b>	<b>Bidder's Response (Yes/No)</b>	<b>If 'No' comments</b>
	<p>All hotel and resort service providers used or recommended by the Handling Agent in the performance of this agreement shall maintain a public liability insurance policy including liability arising out of fire, explosion, food &amp; drink poisoning, with a minimum limit of liability per event of LKR 100,000,000. The premises of such hotels and resort service providers shall be comprehensively insured for current replacement/reinstatement values. Employees of such premises shall be covered for workmen's compensation which shall be extended to cover riot and terrorism. It shall be the responsibility of the Handling Agent to ensure that such insurances are in place and to provide proof of such insurances upon request by Sri Lankan Airlines.</p>		
33	7.2		
34	7.3		
35	7.4		
36	7.5		
37	7.6		
38	8. Invoicing and Payment		
39	8.1		
40	8.2		
41	8.3		
42	8.4		
43	8.5		
44	9. Termination		
45	9.1		
46	9.2		
47	10. Required Details of the Handling Agent		

<b>Running Number</b>	<b>Specification clause</b>	<b>Bidder's Response (Yes/No)</b>	<b>If 'No' comments</b>
	(Submission of following documents)		
48	10.1 Copy of the certificate of Business Registration of the Company. MANDATORY		
49	10.2 Documentary proof confirming the membership of SLAITO /Registered Travel agency under SLTDA license		
50	10.3 Company profile including employee count, number of years in the business etc.		
51	10.4 Current clientele (Please provide contact name, contact number, e-mail address for a minimum of 5 current clients)		
52	10.5 Audited financial reports for immediate past 03 years. (Satisfactory financial performance will be considered before the award).		
53	10.6 Any Awards / Recommendations / Reference Letters		
54	10.7 Logistical capabilities.		
55	10.8 Photocopies of certificates of registration of all vehicles proposed for the operations.		
56	10.9 Documentary proof on ownership or legal entitlement on using the vehicles.		
57	11.Rate sheet		
58	12.Annexes		
59	13.Inspections and Tests		

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

**Non-collusion Affidavit**

**Annexure III of Chapter 01**

**Non-collusion Affidavit**  
**(Procurement Guideline Reference - 1.5)**

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (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;
- (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. ....);
- (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.

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.

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.

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.

I hereby declare that all the statements made by me above are true and correct.

.....  
Signature of the Declarant

## **Section - V Schedule of Requirements**



### **Appointment of an Authorised Handling Agent for SriLankan Airlines' Connecting Point Services (Layover Programme)**

#### **1. Background**

SriLankan Airlines Limited ("SriLankan Airlines") is required to appoint a sole Handling Agent to provide services to the Airline's Passengers transiting through Sri Lanka on its SriLankan Layover Programme. The contract period will be for 3 years. The terms and conditions detailed in this tender shall form the basis of the Agreement to be executed between SriLankan Airlines and the successful Handling Agent.

#### **2. Minimum Qualification Criteria**

**2.1** A registered member of Sri Lanka Association of Inbound Tour Operators (SLAITO) or Registered Travel Agency under SLTDA license.

**2.2** Minimum experience of 3 consecutive years in the Inbound Tour Operator Business within 8 years.

2.3. The Handling Agent shall provide a vehicle fleet with adequate capacity to support an average daily movement of approximately 100 passengers to and from Bandaranaike International Airport (BIA). The Handling Agent shall also ensure sufficient operational flexibility to accommodate increased passenger volumes during peak operational periods. The fleet should fulfil the requirements and standards stipulated in Section 3.5 of Technical Specifications as stipulated by SriLankan Airlines in Section 3.5 of Technical Specifications and vehicle inspections for compliance including all documentation of the vehicles.

#### **3. Duties of the Handling Agent**

##### **3.1 Main Operation:**

###### **i. Connecting Point Services (CPS)**

CPS is offered to SriLankan Airlines' Business Class and Economy Class Passengers who are in transit at the Bandaranaike International Airport (BIA) for duration of 08-24 hours. The Handling Agent providing services for SriLankan Airlines' Passengers arriving in Sri Lanka on the SriLankan Layover Programme shall ensure that Passengers are provided with facilities and services as per the required quality and standards of SriLankan Airlines, such as; provide due care and assistance to passengers at BIA, ground transportation to and from BIA to Hotel within stipulated times, Hotel accommodation, meals, refreshments, logistical support and other services required and specified by SriLankan Airlines to the Handling Agent..

### **3.2 Reservations/ Handling for CPS Passengers**

- ii. The appointed Handling Agent shall have access to SriLankan reservation system and shall monitor and obtain the reservation details from the respective System which includes requests for the SriLankan Layover Programme.
- iii. The appointed Handling Agent shall make relevant reservations on the Hotel Reservation System based on SriLankan Airlines and passenger requirements.  
The appointed Handling Agent shall thereafter confirm to the relevant overseas station offices of SriLankan Airline within 6 hours from the receipt of the initial request for the CPS facility.
- iv. The appointed Handling Agent shall ensure that adequate rooms are allotted per hotel per day, at the Hotels stipulated in Annex 01 or agreed between the Handling Agent and SriLankan Airlines.
- v. The appointed Handling Agent shall make available additional rooms at hotels, as and when requested by SriLankan Airlines in compliance with Annex 02.
- vi. The appointed Handling Agent shall pay SriLankan Airlines the charge incurred in utilising the Hotel Reservation System on a monthly basis.

### **3.3 Airport Counter Handling**

- i. The appointed Handling Agent shall establish and maintain a dedicated counter at the BIA Arrival Lounge at its own cost, in order to handle passengers of SriLankan Layover Programme on a 24 / 7 basis, manned by a minimum of 4 desk staff
- ii. In addition to the 4-desk staff, the appointed Handling Agent shall allocate minimum of 10 airport representatives at BIA to coordinate the handling of Passengers arriving on SriLankan Airlines Layover Programme. There should be 03 minimum staff at the BIA Counter at all times
- iii. The appointed Handling Agent shall ensure that all staff at the counter should maintain a high level of personal hygiene, grooming and shall be in uniforms which shall be provided by the appointed Handling Agent and approved by SriLankan Airlines.
- iv. The appointed Handling Agent shall obtain all security clearance for desk staff and Airport representatives to enter the Bandaranaike International Airport premises according to the rules and regulations prescribed by the Airport and Aviation authority of Sri Lanka (AASL) and the Ministry of Defence.
- v. The appointed Handling Agent shall ensure to provide a PC/laptop with internet access and a hot line (mobile phone) in order to handle passengers of SriLankan Layover Programme on a 24 / 7 basis
- vi. The rental cost for the use of the counter by the handling agent at the arrival lobby of BIA shall be borne by the handling agent

### **3.4 Transport**

- i. The appointed Handling Agent shall provide a fleet capable of handling up to 100 number of passengers per day to/ from BIA

- Minimum of 10 (ten) cars (mandatory for business class passengers handling)
- Minimum of 1 (One), 44-seater busses
- Minimum of 4 (four) ,8-seater vans
- Minimum of 2 (two), 26-seater coaches (excluding jump seats)

Or a suitable alternative fleet mix proposed by the supplier, provided it meets the requirement to handle approximately 100 passengers per day.

- ii. The fleet configuration shall remain scalable to handle peak volumes of up to approximately 200 passengers when required. All vehicles in the fleet — including cars, vans, coaches, and buses — must have a Year of Manufacture of 2017 or later. At the time of contract award, no vehicle shall exceed 8 years of age.
- iii. The fleet comprising of cars, vans, coaches and buses shall be well maintained for the efficient and timely carriage of Passengers between BIA and the Hotels and vice versa at the times stipulated by SriLankan Airlines and also as required per the booking/s as appearing on SriLankan Airlines Reservation System.
- iv. Maximum waiting time for a passenger should not exceed 30 minutes at BIA and 15 minutes at the Hotel from the time as informed by SriLankan Airlines.
- v. The appointed Handling Agent shall ensure that Passengers departing from Sri Lanka reach BIA at least 3 hours prior to the scheduled time of departure or as stipulated by SriLankan Airlines.
- vi. Individual vehicles shall be provided for Business Class passengers.
- vii. The appointed Handling Agent shall ensure that the vehicles provided for the transportation shall comprise with below criteria other than special vehicle specification.
  - a. All vehicles in the fleet — including cars, vans, coaches, and buses — must have a Year of Manufacture of 2017 or later. At the time of contract award, no vehicle shall exceed 8 years of age. The vehicles should be fully air-conditioned. Vans should be dual air-conditioned.
  - b. All vehicles to be used for transporting of SriLankan Airlines passengers shall be cleaned & sanitized prior to the commencement of the trip and the windows on the vans, coaches and buses should be appropriately tinted as approved by SriLankan Airlines and within applicable Government laws and should have all other safety requirements.
  - c. All seats shall include a seatbelt.
  - d. The vehicles should be carpeted.
  - e. The Handling Agent shall ensure that vehicles deployed are mechanically sound, road worthy, without propaganda stickers and duly approved by SriLankan Airlines.
  - f. SriLankan Airlines reserves the right to check the condition of the vehicles at any time within the period of the contract.
- viii. Performance of the transport services provided by the Handling Agent will be reviewed on a quarterly basis by SriLankan Airlines on punctuality, safety, cleanliness, roadworthiness and serviceability of vehicles, and staff courtesy, but not limited to the same. In addition, service

standard of the transport and staff will be randomly audited (mystery visits and passenger surveys) by SriLankan Airlines to ensure the expected minimum standards are met.

- ix. The appointed Handling Agent shall ensure that the vehicles used for the transfers are licensed and adequately insured in accordance with applicable laws to carry out the services contracted for. Proof of ownership of vehicle or legal entitlement on using the vehicle shall be provided to SriLankan Airlines.
- x. The appointed Handling Agent shall display the Company's identification board "SriLankan Transit Passengers" and "SriLankan Holidays" in the front and rear side of the vehicle whilst transporting the Passengers. This board shall not be displayed at other times.
- xi. The appointed Handling Agent shall ensure that the driver/s of the vehicles are properly licensed and comply with applicable laws rules and regulations.
- xii. The appointed Handling Agent shall ensure that all drivers/assistants are conversant in English etc.
- xiii. Driver's age shall be a minimum of 25 years and shall not exceed 55 years throughout the contract period. Handling Agent shall ensure physical and mental fitness of the drivers with routine medical check-ups. List of drivers' names should be provided with their NIC and Driving License numbers prior to the operation. Details of newly appointed staff including drivers' details shall be provided to SriLankan Airlines and approval obtained prior to them commencing duties.
- xiv. All operational vehicles will be physically inspected prior to deploying in the operation and approved by the SriLankan Airlines. Copy of registration of vehicles, valid license and valid insurance need to be provided before the inspection.
- xv. Newly added vehicles during the operation need to be physically inspected and approved by SriLankan Airlines prior to deploying in the operation. Copy of registration of vehicles, valid license and valid insurance need to be provided before the inspection.
- xvi. The security passes for the vehicles to enter Bandaranaike International Airport should be arranged by the Handling Agent. Any expenses incurred in this connection will have to borne by the Handling Agent.
- xvii. The selected Handling Agent shall obtain all security clearance for drivers and helpers to enter the Bandaranaike International Airport premises according to the rules and regulations prescribed by the Airport and Aviation Authority of Sri Lanka (AASL) and the Ministry of Defence.
- xviii. The selected Handling Agent shall have a vehicle yard within 15 Kms radius from BIA.
- xix. Vehicle specifications:

specifications	Vehicle Type		
	Car	Van	Bus
<b>Engine Capacity</b>	975 CC or above or equivalent torque	2400 CC or above or equivalent torque	3500 cc or above
<b>Fuel Type</b>	Petrol/Diesel/Hybrid or Electric	Petrol/Hybrid/Diesel or Electric	Diesel or Electric

<b>Seating Capacity</b>	3 Except driver seat	8 or above (If 8 seats only should register as Dual purpose, semi coach or coach. If 9 or above should register as coach or semi coach)	20 or above
<b>Roof type</b>	-	High Roof	-
<b>AC status</b>	Factory fitted AC	Dual AC or Line AC	Line AC
<b>Remarks</b>	Sufficient space for passenger luggage is mandatory		

### 3.5 Hotel Accommodation

The appointed Handling Agent shall:

- i. Ensure that an adequate number of rooms are reserved at the agreed hotels as per the required standards of the Airline during the contracted period. (Annex 01 and 02).
- ii. Additional full-size bed shall be provided when a triple room is requested.
- iii. Ensure that all Hotels provide an extra bed free of charge for children under 12 years of age and up to a maximum of 2 children per room.
- iv. Secure room allocations with a Free-sale facility to be obtained and inventory control to be managed efficiently, in order to minimize the cost incurred to the Airline.
- v. Ensure that the Hotels adhere to minimum standards and services as specified. The proposed hotels will be evaluated by SriLankan Airlines based on the conditions given in Annex 2.
- vi. Ensure that the facilities and services such as Hotel accommodation, meals and services provided by the Hotels to the Passengers shall be strictly in conformity with SriLankan Airlines Hotel voucher presented by the Passenger subject only to deviations specifically authorized by the Airline in writing.
- vii. Ensure that all additional costs and expenses incurred in excess of the services contracted for under the SriLankan Layover Programme which are not reflected in the SriLankan Layover Programme Voucher are settled by the Passenger direct to the Hotel or other third party concerned. SriLankan Airlines will not be liable for such additional costs.
- viii. Make arrangements to extend the period of accommodation of the Passengers as and when requested by the Airline in writing.
- ix. The Handling Agent shall provide the services and facilities of the SriLankan Layover Programme to passengers only on submission of valid SriLankan Layover Programme Voucher.
- x. The proposed Hotels are attached herewith as Annex 01. The Handling Agent should forward the quotations for the proposed hotels. The Handling Agent may forward quotations for other Hotels which are not listed in Annex 01 and same will be considered if they are up-to the required standards of SriLankan Airlines.
- xi. In the event, the standard of services provided in any of the hotels including those proposed by the Airline do not meet the standards of SriLankan Airlines, the Handling Agent shall not use such hotels for the Passengers until on instructions by SL Holidays.

- xii. During the operation, if SriLankan Airlines instructs the Handling Agent to discontinue the use of any specific hotel due to service standard issues, the Handling Agent shall immediately provide an alternative hotel of the same category, at the same contracted rates, and in accordance with the required standards of SriLankan Airlines
- xiii. In addition, service standard of the selected hotels and staff will be randomly audited (mystery visits and passenger surveys) by SriLankan Airlines to ensure the expected minimum standards (Annex 02) are met.
- xiv. During the agreement period, the Handling Agent shall identify and propose new hotels that align with SriLankan Airlines' required standards, in order to offer the best possible services to passengers. Such additions should be subject to prior review and written approval by SriLankan Airlines before inclusion in the program.
- xv. The Handling Agent shall establish a formal complaint handling process to address any service related issues encountered by passengers during their hotel stay. This process shall include,
  - Maintaining a 24/7 passenger support hotline/contact person dedicated to resolving hotel related complaints.
  - Ensuring that all complaints are acknowledged within 2 hours and initial corrective action is taken within 24 hours.
  - Submitting a written incident/complaint report to SriLankan Airlines within 24 hours of the occurrence, including root cause analysis and corrective measures.
  - Maintaining a log of all complaints and resolutions, which shall be shared with SriLankan Airlines on a monthly basis or upon request.
  - Implementing preventive measures to avoid recurrence of issues

### **3.6 Logistics and Co-ordination**

- i. The appointed Handling Agent shall ensure smooth and effective handling of all Passengers participating in SriLankan Layover Programme
- ii. The appointed Handling Agent shall ensure that all Passengers are offered services in accordance with their confirmed bookings on the SriLankan Layover Programme, subject only to any deviations authorized by SriLankan Airline in writing and in compliance with the operating procedures and conditions of SriLankan Layover Programme which will be notified to Handling Agent by the Airline from time to time.
- iii. The appointed Handling Agent shall make available to the Airline no later than the 15<sup>th</sup> day of each month, a statement giving details of the number of Passengers who participated in the SriLankan Layover Programme separately in the preceding month and any other information which may be reasonably requested by SriLankan Airlines.
- iv. The appointed Handling Agent shall check the detail and the validity of all the vouchers of all SriLankan Layover Programme prior to acceptance, when presented by the Passenger.
- v. The appointed Handling Agent shall maintain an effective communication system to ensure close and efficient co-ordination between the Handling Agent and SriLankan Airlines. A minimum of 03 telephone numbers and 01 common email address accessible by all designated counter staff of the Handling Agent shall be maintained on 24/7 basis.
- vi. The appointed Handling Agent shall advise all Passengers, Hotels, and other service providers that SriLankan Airlines is not responsible for any accommodation, transport or

other services in excess of the duration of the stay prescribed either in the SriLankan Airlines Layover Voucher or as per the written instructions given by the Airline and shall indemnify SriLankan Airline in respect of all claims made regarding any extra services and accommodation.

- vii. Handling Agent should assist to conduct periodic customer satisfaction surveys as and when required by Sri Lankan Airlines, and such occasions handling agent should inform and facilitate access to SriLankan Airlines nominated personal.

#### **4. Exclusivity**

**4.1** The appointed Handling Agent shall handle SriLankan Airlines' Layover Programme on an exclusive basis for SriLankan Airlines and shall not service nor handle any similar programme for any other airline operating to/from Sri Lanka. This would be approximately 30,000 passengers per annum on SriLankan Layover programme. However, the figures are estimated quantities and would differ depending on passenger loads, flight frequency, changes in routes etc. Notwithstanding the above, SriLankan Airlines retains the right to select and appoint other Handling Agents or any other person or persons in order to handle the SriLankan Airlines' Layover Programme.

**4.2** SriLankan Airlines shall be under no obligation whatsoever to provide the Handling Agent with a guaranteed number of Passengers for Hotel Accommodation, ground transportation or city/shopping transportation during the period of the contract.

**4.3** Where the appointed Handling Agent has failed or delayed to discharge its obligations hereunder, SriLankan Airlines may secure the services to be provided under the SriLankan Layover Programme directly with any Hotel or any other Handling Agent and the appointed Handling Agent shall indemnify and reimburse SriLankan Airlines with any or all expenses incurred by SriLankan Airlines in respect of same.

#### **5. Liability, Indemnity and Liquidated Damages**

**5.1** The Handling Agent shall indemnify and hold harmless SriLankan Airlines, its directors, officers, agents and employees against and all actions, judgments, proceedings, settlements, damages, losses, costs, expenses (including reasonable attorney fees), claims, demands, and liabilities including reimbursements which may arise out of or be claimed against SriLankan Airlines or raised due to the non- utilization of whole or part of the SriLankan Layover Programme by the Passenger.

**5.2** The Handling Agent shall be liable for and shall indemnify SriLankan Airlines, its directors, agents, officers and employees from and against any and all actions, judgments, proceedings, settlements, damages, losses, costs, expenses (including reasonable attorney fees), claims, demands, and liabilities arising out of death or injury to any of SriLankan Airlines' Passengers or for loss of or damage to the property of the Passengers handled and services were provided by the Handling Agent or any other Hotel service procured by the Handling Agent or during transportation of the Passengers, regardless of the negligence, recklessness or wilful misconduct of the Handling Agent, its servants, agents or employees in their discharge of the obligations pursuant to the Agreement

**5.3** The Handling Agent shall be liable for and indemnify SriLankan Airlines, its directors, agents, officers and employees from and against any losses, costs, expenses, claims and liabilities,

demands, judgments, proceedings, settlements, suits and actions made against SriLankan Airlines by any Hotel, transport provider or any other 3<sup>rd</sup> party in respect of any charges, fees pertaining to services rendered to any passenger not included in the SriLankan Layover Programme or disrupted passenger handling, any voucher presented by the relevant passenger in connection with the SriLankan Layover Programme which has not been specifically authorized in writing by SriLankan Airlines.

**5.4** The Handling Agent shall be liable and indemnify and hold harmless SriLankan Airlines, its directors, agents, officers and employees against any and all claims, damages, judgments, proceedings, settlements, liabilities, compensations, suits, actions and related costs, expenses (including reasonable attorney fees) which may be made or claimed against SriLankan Airlines by any Passenger due to the failure, non-availability / non provision of transportation from BIA to hotel and vice versa, meals, accommodation and services at the Hotel or other location in Sri Lanka in accordance with firm reservations made by or on behalf of a Passenger pursuant to the SriLankan Layover Programme to be handled and services to be provided by the Handling Agent, delay in handling and provision of the services to the Passengers, any misconnection of flights by the Passengers due to the act or omission of the Handling Agent.

**5.5** The Handling Agent shall be liable and indemnify and hold harmless SriLankan Airlines, its directors, officers, agents and employees in respect of all claims, damages, suits, actions and related costs, expenses (including reasonable attorney fees), losses or damages, judgments, proceedings, settlements, liabilities, compensations, which are claimed by SriLankan Airlines or claimed from SriLankan Airlines on account of the Services provided by the Handling Agent or failure or non-provision of Services to the Passengers regardless of the negligence or recklessness of the Handling Agent, its directors, servants, agents provided that the Handling Agent shall not be liable where the loss or damage was due to the gross negligence or wilful misconduct of SriLankan Airlines.

**5.6** The Handling Agent shall indemnify and hold harmless SriLankan Airlines, its directors, officers, agents and employees in respect of all claims and suits, damages, losses, judgments, proceedings, settlements, liabilities, compensations, actions and related costs, expenses (including reasonable attorney fees) brought by any employee or agent or contractor of the Handling Agent against SriLankan Airlines, its directors, agents, officers and employees under the workmen's compensation law or labour law.

**5.7** In no event shall SriLankan Airlines be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including but not limited to, lost profits, lost business opportunities, loss of use or equipment down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

**5.8** The appointed Handling Agent shall agree to fully indemnify, defend, and hold SriLankan Airlines and its directors, officers and employees, agents harmless from and against any and all claims, actions, demands, judgments, proceedings, liabilities, costs, losses or damages, whether direct, indirect or consequential, and reasonable attorney fees and expenses arising out of:

- i. Any claims in connection with or resulting from the performance or non-performance of the Services under the Agreement by Handling Agent.

- ii. Infringement of SriLankan Airlines' or a third party's intellectual property rights by the Handling Agent.
- iii. Failure to comply with labour related laws and any other law relating to performance of the Services by the appointed Handling Agent and its employees.
- iv. Breach of terms and conditions of this Agreement by the appointed Handling Agent;
- v. Claims made by third parties or Passengers in respect of the standard of Services in respect of the hotel, rooms, food/beverages and transportation provided.

**5.9** In the event of the non-compliance or breach by the Handling Agent of any of its obligations contained in the Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under the Agreement have the right to charge from the Handling Agent liquidated damages and not as a penalty. The liquidated damages shall be a reasonable estimate of the amount of damages which SriLankan Airlines will sustain and damages shall be deducted from any monies due or that may become due to the Handling Agent, and if said monies are insufficient to cover said damages, then the Handling Agent shall pay the amount of the difference to SriLankan Airlines.

## **6. Intellectual Property Rights, Confidentiality and Data Protection**

**6.1** SriLankan Airlines does not grant the Handling Agent any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines' intellectual property rights except as expressly authorised in writing by SriLankan Airlines and the Handling Agent shall not have any right, title or interest in the said intellectual property rights of SriLankan Airlines' other than the right to use it for purposes of this Agreement for the duration of the contract period only with the express written consent of the SriLankan Airlines.

**6.2** The Handling Agent shall comply with all instructions issued by SriLankan Airlines in relation to the display of any designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights. Upon expiry or earlier termination of the Agreement, the Handling Agent shall immediately cease and desist for all times from any use of or reference to SriLankan Airlines' intellectual property rights and shall return to SriLankan Airlines or destroy copies or materials containing such intellectual property rights.

**6.3** The Handling Agent shall maintain in confidence, in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information, any and all information received by it from SriLankan Airlines in connection with or in the course of performance of the Agreement ("Confidential Information"). The Handling Agent shall not and shall ensure its agents, employees, assistants, or representatives do not disclose, divulge, use, publish or disseminate to any person any Confidential Information of SriLankan Airlines including information which it has obtained relating to the business affairs of SriLankan Airlines by reason of the Agreement without the prior written consent of SriLankan Airlines or unless required under the law. Disclosure to any

such officers, directors, employees, and representatives of the Handling Agent shall be made in confidence and shall extend only so far, as may be necessary for the purposes of such performance of the portion of the Agreement. The Handling Agent shall be liable for failure of any of its officers, directors, employees, agents, and representatives to comply with provision.

**6.4** In the provision of the Services under the Agreement, the Handling Agent shall take reasonable steps and precautions in respect of the Data to prevent and protect against unauthorized or accidental processing, access, copying, erasure, retention, capture, transmission or other inappropriate use, corruption, destruction, loss, damage or use of information relating to identified or identifiable individuals (including Passenger data), flight data, handling service data which has been collected by or on behalf of SriLankan Airlines or any data provided to the Handling Agent by SriLankan Airlines (collectively referred to as "Data"). The Handling Agent shall comply with all applicable laws and regulations, and all reasonable instructions or directions, in respect of the handling of Data and shall take all practicable steps and precautions to preserve the integrity of the Data.

**6.5** SriLankan Airlines shall retain title to and full and complete ownership rights to its Data. The Handling Agent understands and agrees that such Data and constitute SriLankan Airlines' proprietary information. It shall be identified, clearly marked and recorded as such by the Handling Agent on all documentation and shall be kept confidential. Any Data supplied by SriLankan Airlines to the Handling Agent, and all copies thereof, are to be used by the Handling Agent solely in the performance of its rights and obligations under the Agreement and shall not be further processed or disclosed without the consent of SriLankan Airlines. Any other use of such Data is strictly prohibited.

**6.6** The Handling Agent agrees to comply and have adequate measures in place to ensure that its staff always comply with the provisions and obligations contained hereunder.

**6.7** In the event of termination of the Agreement or expiration of the Agreement, the Handling Agent shall when directed to do so by SriLankan Airlines, and instruct all its employees, agents and subcontractors to, erase all Data provided by SriLankan Airlines or in the possession of the Handling Agent and all copies of any part of the Data from the Handling Agent's systems and magnetic data.

## **7. Insurance**

**7.1** Without prejudice to the generality of the indemnity provisions under the Agreement, the Handling Agent shall always maintain and keep valid at its own cost and expense all necessary insurances adequate to cover its exposure under the indemnity provisions under the Agreement and hereof, and in particular the following insurances:

The Handling Agent shall maintain and keep in place the undernoted policies of insurance.

- a. Comprehensive motor vehicle insurance covering own vehicle damage for the current market value of each vehicle used in the performance of this contract. The vehicles shall be insured on the basis that they are used for hire and reward, and cover shall include riot and terrorism. Compensation for third party bodily injury/death shall be unlimited whilst third party property damage shall be not less than LKR 3,000,000. Each passenger seat shall be insured for personal

accident for a minimum of LKR 1,000,000 per seat and cover shall include legal liability for passengers. Goods shall be insured for not less than LKR 500,000 per vehicle.

- b. Workmen's Compensation insurance for all employees, drivers, cleaners, assistants and other representatives of the Handing Agent or their service providers involved in the performance of this contract. The insurance policy shall cover riot and terrorism.
- c. An Inbound Tour Operators liability including but not limited to liability for bodily injury/death and/or property damage of guests, general third party bodily injury/death and/or third party property damage, liability arising out of fire, explosion, food & drink poisoning, passenger liability in excess of motor insurance coverage, with a limit of indemnity of not less than LKR 50,000,000 per event.
- d. All hotel and resort service providers used or recommended by the Handling Agent in the performance of this agreement shall maintain a public liability insurance policy including liability arising out of fire, explosion, food & drink poisoning, with a minimum limit of liability per event of LKR 100,000,000. The premises of such hotels and resort service providers shall be comprehensively insured for current replacement/reinstatement values. Employees of such premises shall be covered for workmen's compensation which shall be extended to cover riot and terrorism. It shall be the responsibility of the Handling Agent to ensure that such insurances are in place and to provide proof of such insurances upon request by Sri Lankan Airlines.

**7.2** Insurance policies, referred to in above shall name SriLankan Airlines as additional insured and incorporate the following provisions in a form acceptable to SriLankan Airlines.

**7.3** A severability of interest clause where the insurance (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each insured.

- a) Confirm that such insurance shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- b) Provide that the cover offered to SriLankan Airlines shall not be invalidated by act or omission by the Handling Agent or any other person and shall remain valid regardless of any breach or violation by the Handling Agent or any other person of any warranty declaration or condition contained in such insurances.
- c) Waive rights of subrogation or action against SriLankan Airlines or its employees, agents, or persons travelling in agents' vehicles pursuant to the Agreement in connection with any losses or claim resulting from the performance of services by the Handling Agent.
- d) Provide that insurer shall give immediate notice to SriLankan Airlines of any material change or at least 07 days prior notice in the case of cancellation of the insurance effected pursuant to these claims.
- e) Without prejudice to the generality of above, the Handling Agent shall always maintain and keep valid at its own cost and expense in the joint names of the Handling agent and SriLankan Airlines policies of insurance as one necessary to cover the liability of the Handling Agent in respect of workmen employed by the Handling Agent to the performance of the agreement.

**7.4** Any vehicle used in the performance of this contract shall be insured on a comprehensive basis for its current market value. Compensation for third party bodily injury/death shall be unlimited whilst third party property damage shall not be less than LKR 5,000,000. The insurance cover shall also contain the following.

- a) Riot and Terrorism
- b) Passenger liability
- c) Cover for baggage.
- d) Coverage for excluded items such as paint work, buffers, mudguards, fog lamps, etc.
- e) Workmen's compensation cover for the driver

**7.5** Where the Handling Agent is using third party facilities the Handling Agent will ensure that such facilities have an hotelier's liability insurance cover for bodily injury / death to third parties including guests and third party property damage. Such insurance coverage should include, but not be limited to, liability for food and drink poisoning, fire and explosion.

**7.6** Without prejudice to the generality of above, the Handling Agent shall maintain and keep valid at all times at its own cost and expense in the joint names of the Handling agent and the Airline policies of insurance as one necessary to cover the liability of the Handling Agent in respect of workmen employed by the Handling Agent to the performance of the agreement.

## **8. Invoicing and Payment**

**8.1** The Handling Agent shall invoice SriLankan Airlines for all SriLankan Layover Programme Vouchers serviced handled separately and for other services provided to Passengers upon SriLankan Airlines' written authorization on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. All invoices shall be supported by vouchers and relevant written authorization. Whereas payment will be done based on actuals.

**8.2** Within 45 days of the receipt of invoice, SriLankan Airlines shall reimburse the Handling Agent the cost of the transfers, tours, and Hotel Accommodation as per the relevant SriLankan Airlines Layover Voucher or other written authorization of SriLankan Airlines as per clause 8.1 above, in accordance with the rates agreed. SriLankan Airlines shall not be liable to make any payment in respect of any invoice or claim which are not supported with the relevant SriLankan Airlines Layover Vouchers or special written authorization as per clause 8.1 above.

**8.3** SriLankan Airlines shall not pay the Handling Agent for any cancellation, similar charge or compensation in the event the rooms reserved are not utilized by Passengers concerned.

**8.4** All payments to the Handling Agent shall be by cheque drawn in favour of the Handling Agent.

**8.5** The Handling Agent shall submit a Performance Bond of equivalent to 5% of the total contract value as a bank guarantee for the entire contract period and 90 days subsequent to the expiry of the agreement

## **9. Termination**

**9.1** The Agreement may be terminated by either party by providing 90 days prior written notice to the Handling Agent. Such termination shall take effect on the expiry of such notice.

**9.2** The Agreement may be terminated forthwith by SriLankan Airlines in the following circumstances:

- a) If the Handling Agent is in breach of any provision of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately, if the breach is incapable of remedy.
- b) If a creditor attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or issued out against the whole or a substantial part of the undertakings, assets, rights or revenues of the Handling Agent;
- c) If the Handling Agent takes any action or any legal proceedings are started or other steps taken for the Handling Agent to be adjudicated or found bankrupt or insolvent or for the winding-up or dissolution of the Handling Agent or the appointment of a liquidator, administrator, trustee, receiver or a similar officer of the Handling Agent or of the whole or any part of its undertakings, assets, rights or revenues;
- d) If the Handling Agent ceases to be in the business of connecting point services
- e) If either Party's license to carry out its business is revoked, cancelled or ceased;
- f) If the Handling Agent does not perform, fails or is failing in the performance of any of its obligations under this Agreement or does not perform the Services in the manner and as per the standard and requirement of SriLankan Airlines.

## **10. Required Details of the Handling Agent**

The following documents and/or details should be submitted with the bid:

- 10.1. Copy of the certificate of Business Registration of the Company.
- 10.2. Documentary proof confirming the membership of SLAITO or Registered Travel Agency under SLTDA license.
- 10.3. Company profile including employee count, number of years in the business etc.
- 10.4. Current clientele (Please provide contact name, contact number, e-mail address for a minimum of 5 current clients)
- 10.5. Audited financial reports for immediate past 03 years
- 10.6. Any Awards/Recommendation/reference letters
- 10.7. Logistical capabilities
- 10.8. Photocopies of certificate of registration of all vehicles proposed for the operations.
- 10.9. Documentary proof of ownership or legal entitlement on using the vehicles

## **11. Rate Sheet**

- a. Rate sheet template is given in the Price Schedule and the same should be adhered to when submitting the bid.
- b. The best and final rates should be quoted and same should be in USD and payments to be released in LKR converted at the CBSL selling rate at the date of making the payment.
- c. The quoted rates should be valid for 3 years from commencement of the agreement.

## 12. Annexes

### Annex: 01

Mentioned below are the hotels currently in use and the bidders may propose any other hotels in close proximity to BIA (within 20km by road from BIA) and within Colombo city limits.

<b>Names of the Hotels Close to the Airport</b>	
Vivanta Colombo (Airport Garden)	Sentido Heritance Negombo
Wattura Resort & Spa	Jetwing Blue
Amagi aria	Jetwing beach
Goldi Sands	Ayur Resort & Ayurveda Retreat
Regal Réseau Hotel & Spa Hotel	Regenta Arie Lagoon
Royal Ramesses	Jetwing Sea
Tamarind Tree	Club Hotel Dolphine
Camelot Beach Hotel	Topaz beach hotel
Sea Horse hotel	Hush Lagoon 30
Amora Lagoon	Hotel J Negombo
Lime shine hotel	Kumudu Valley
Good wood plaza	Catamaran
<b>Names of the Hotels in Colombo</b>	
Taj Samudra	Cinnamon Life
Sheraton Colombo	Hilton Colombo
Cinnamon Grand	Shangri La Colombo
Cinnamon Lakeside	Kingsbury Hotel
NH Collection	Jetwing Seven
Marino Beach Colombo	Fair Way
GrandBell Hotel	Amari Colombo
Radisson	Galle face Hotel
Galadari	Ramada Colombo
Cinnamon red	Mandarina Colombo
Renuka city hotel	Fairview Hotel
GOH	The Ocean

### Annex: 02

**Mandatory facilities at the hotel:**

- Registered with the Tourist Board.
- 24hrs reception monitored by security cameras with the provision of recordings for a minimum of 72 hrs.
- Courteous and efficient staff conversant in English
- Water used for all guest consumption should conform to government of Sri Lanka standards (SLS 614) for Potable Water.
- Hotel / building with more than 2 floors with access to 3<sup>rd</sup> floor including the ground floor must have a guest elevator/s adequate to meet the requirements of the guests.
- A generator capable of providing 100% back up power supply within a maximum of 10 minutes should be available in case of failure of main power supply.
- Hotel should ensure adequate safety and security of the guests and their belongings. Necessary surveillance measures to achieve the above must be in place.
- All gas and electrical equipment and installations should be safe and conform to safety regulations.
- Signage confirming to international standards for emergency exit together with emergency lighting must be provided in all areas of the hotel.
- First-aid facilities must be available.
- Doctor/s should be available 24 hours on-call in case of emergencies.
- The hotel shall be covered by Comprehensive Hoteliers' Insurance Policy including public liability and workmen's compensation.
- Shall have an effective sanitization process for hotels and its equipment.
- Hotel rooms, its facilities and it' equipment shall be cleaned and well always maintained.
- Health regulations imposed by the Health Ministry specially for Global pandemic such as COVID - 19 and same should be adhered by the Hoteliers.

**Mandatory Facilities in the room:**

- Double room should consist of a double bed or twin beds as requested.
- Triple room should consist of a double bed and a single bed, or 03 single beds as requested.
- Adequate lighting
- TV with remote control
- AC with control
- Power outlet for phone charging
- Place or rack to store the luggage / suitcase & Coat.
- Towel Rack
- Door to have safety (double) latch.
- Face towel, bath towel for each occupant of room. – (eg- if double 2 each)
- Bed linen and towels should be changed daily or as requested by guests.
- Floor mat & Wastepaper basket
- Mirror (minimum of 2'6" X 3') each in toilet & room.
- Day light blinds for all windows
- Bed sheet, a sheet/blanket to cover & 2 pillows for each occupant.
- Box of tissues

- Bed side phone
- Free Internet access (e. g. broadband, WIFI) preferably in room and / or in common areas
- **Attached bathroom** with following minimum facilities:
  - Toiletries consisting of a cake of soap and shampoo for each occupant of room.
  - Hot and cold water with suitable mixing facility should be available for the bath/shower and the wash basin.
  - Bidet spray
  - Toilet paper including spare roll.

**Food & Beverages:**

- Welcome drink upon arrival at the hotel.
- Ability to provide vegetarian, halal, and child meals on request
- Ability to cater appropriate Meal or Light Refreshment as indicated in the SriLankan Layover Programme Bottled water 500ml with SLS standard per passenger / per day. (SLS 614)
- Following should be the minimum for each meal type as specified below or suitable option. Please specify.

	Light Refreshments (24 hours)	Breakfast (0600-1000 HRS)	Lunch (1200- 1430 HRS)	Dinner (1800- 2200 HRS)
Western	A juice or 500ml bottle of water 2 sandwiches (2 full slices) of salmon/cheese/egg or chicken filling. Tea or Coffee.	A juice or 500ml bottle of water 2 eggs Chicken sausage Tea or Coffee slices of toast with butter and jam	A western preparation of Fish or Chicken with two vegetables. Dessert/Fresh fruits (cut or whole). Tea or Coffee	A western preparation of Fish or Chicken with two vegetables. Dessert/Fresh fruits (cut or whole). Tea or Coffee
Asian Vegetarian	A juice or 500ml bottle of water 2 sandwiches (2 full slices) with Vegetarian filling. Tea or Coffee	A juice or 500ml bottle of water Lentils with accompaniment s. Tea or Coffee	Rice with 4 vegetables Dessert of Fresh fruits (cut or whole). Tea or Coffee	Rice with 4 vegetables Dessert of Fresh fruits (cut or whole). Tea or Coffee

			Tea or Coffee	
Asian non-veg	<p>A juice or 500ml bottle of water</p> <p>2 sandwiches (2 full slices) with salmon/cheese/egg or chicken filling.</p> <p>Tea or Coffee</p>	<p>A juice or 500ml bottle of water</p> <p>Meal to include fish or chicken curry.</p> <p>Tea or Coffee</p>	<p>Rice with chicken or fish curry and a minimum of 4 vegetables.</p> <p>Dessert or Fresh fruits (cut or whole).</p> <p>Tea or Coffee</p>	<p>Rice with chicken or fish curry and a minimum of 4 vegetables.</p> <p>Dessert or Fresh fruits (cut or whole).</p> <p>Tea or Coffee</p>

**Facilities to be available on request:**

- International power adapter plug on demand
- Iron and ironing board
- Hair dryer
- Centrally located safe deposit facilities or individual safe deposit lockers

**Annex: 03**

Optional Experience Supplements (Colombo & Negombo) (Non-Mandatory)

1. Background

Further to the CPS operation, to enhance the passenger experience, SriLankan Airlines invites bidders to propose optional short leisure experiences within Colombo and Negombo that can be offered to transit passengers as paid supplements to the core CPS package.

2. Supplementary Experience Component (Optional)

Suppliers may propose optional excursions or activities that can be arranged for interested passengers during their transit period. These experiences are not mandatory under the CPS requirement and shall be quoted as separate supplementary costs.

3. Guidelines for Optional Experiences

- Experiences should be located within reasonable proximity to Bandaranaike International Airport (CMB) (preferably within 60 minutes one-way travel).
- Duration should be suitable for 8–24 hour transit passengers (2–6 hours maximum)
- All proposed activities must be licensed, insured, and compliant with local tourism regulations.
- Rates shall be quoted per person in USD and be net, inclusive of transport, guide, and applicable taxes.

- Proposals must include: Experience title, duration, inclusions, rate per person, and operational conditions (minimum participants, advance booking notice, etc.)

4. Experience Options – Negombo Area  
(Suppliers may propose additional experiences of similar nature.)

Experience	Duration	Example Experiences	Supplement Rate (USD per person)
<b>Negombo Lagoon Cruise</b>	2–3 hrs	Boat ride through mangroves, birdwatching, village life, refreshments	
<b>Fish Market &amp; Village Life Tour</b>	2 hrs	Visit Negombo fish market, Dutch canal, local fishing village	
<b>Dutch Heritage &amp; City Tour</b>	3 hrs	St. Mary's Church, Dutch Fort, colonial sites, canal boat ride	
<b>Muthurajawela Wetland Safari</b>	2.5 hrs	Boat safari, wildlife and bird observation including entrance fees	
<b>Seafood Dinner by the Lagoon / Beach BBQ</b>	3-4 hrs	Fresh seafood grill dinner, transfers, local guide assistance	
<b>Ayurvedic Spa Experience</b>	1 hr	Herbal oil body massage, steam bath, herbal tea	
<b>Water Sports Package (Jet Ski / Banana Ride / Tube)</b>	2–3 hrs	Equipment, safety gear, instructor, transfers	

5. Colombo Area Experience Options (Indicative Only)  
(Suppliers may propose additional experiences of similar nature.)

Experience	Duration	Example Experiences	Supplement Rate (USD per person)
<b>Colombo City &amp; Shopping Tour</b>	3 hrs	Visit Independence Square, Galle Face, Gangaramaya Temple, One Galle Face	
<b>Colombo by Night (Evening Tour)</b>	3 hrs	City lights, cultural dinner, rooftop bar visit / Galle Face sunset	
<b>Cultural &amp; Heritage Walk</b>	2 hrs	Local guide, colonial architecture, Pettah market & Red Mosque walk	
<b>Street Food &amp; Night Market Experience</b>	3 hrs	Guided tasting of Sri Lankan Street food, local snacks & desserts	
<b>Colombo Art &amp; Gallery Trail</b>	3 hrs	Visits to Barefoot Gallery, Paradise Road, Colombo Museum, art cafes	

Experience	Duration	Example Experiences	Supplement Rate (USD per person)
<b>Temple &amp; Spiritual Trail</b>	3 hrs	Gangaramaya Temple, Seema Malaka, Hindu Kovil, local insights	
<b>Culinary Class with Local Chef</b>	2–3 hrs	Traditional Sri Lankan cooking session, lunch/dinner included	
<b>High Tea at a 5* Heritage Hotel</b>	2 hrs	High tea experience at Galle Face / Mount Lavinia Hotel, transfers	
<b>Ayurveda &amp; Wellness Experience</b>	1-1.5 hrs	Herbal full-body massage, head & foot massage, herbal tea	

## 6. Submission Requirement

- Submit a separate section in the financial proposal clearly indicating rates for optional experiences as 'Supplementary Cost'.
- Ensure mandatory CPS services (Including accommodation, meals, and transfers) are quoted separately.
- Provide brochures, images, or brief descriptions for the proposed experiences.( If possible)
- Indicate any minimum group size, operational times, or exclusions.

## 7. Evaluation

Optional experiences will not form part of the mandatory evaluation criteria but may be considered as value additions in assessing service quality, creativity, and overall proposal strength.

## 8. Mandatory Operational Requirements and Supplier Responsibility

### • **Passenger Airport Reporting**

All transit passengers are required to report to Bandaranaike International Airport (CMB) 3 hours prior to the scheduled departure of their flight.

### • **Experience Package Alignment**

- All optional experience packages offered by the supplier must be planned and scheduled to ensure passengers can meet the 3 hour pre departure reporting requirement.
- Suppliers must adjust durations, start times and transfers to guarantee passengers arrive at the airport on time.

### • **Passenger Safety and Responsibility**

- The supplier is fully responsible for the safety, security, and welfare of all passengers during the transit period, including while participating in optional experiences, tours, or transfers.
- Suppliers must ensure that all vehicles, equipment, guides, and activities are compliant with local regulations, licensed, insured, and safe for passenger use.

### • **Timely Transfers and Compliance**

- The supplier is fully responsible for ensuring passengers are transported to the airport on time.
- Any delays caused by the supplier's services, including tours, transportation, or guides, will be considered a breach of contract.
- Suppliers must ensure that only passengers with confirmed and paid packages are scheduled for the experiences.
- The supplier must provide a final confirmation list of the packages to the airline before the passenger's arrival

## 9. Coordination and Payment for Optional Experience Packages

- **Supplier Responsibility for Coordination**

- All coordination related to optional experience packages must be handled entirely by the supplier, including communication with passengers.
- The airline must be kept in the loop regarding overall passenger participation, but the supplier will manage all direct interactions with passengers regarding the optional packages.

- **Passenger Confirmation**

- Passengers who wish to participate in an optional experience package will directly send their confirmation to the supplier prior to arrival.
- Suppliers must clearly communicate the required lead time and other required details for each package to the passengers.

- **Payment Handling**

- All payments for optional experience packages must be collected and coordinated solely by the supplier.
- The airline will not be responsible for collecting payments or handling financial transactions related to optional experiences.

### **13. Inspections and Tests**

The following inspections and tests shall be performed:

1. Random visits and inspections of vehicles and hotels during evaluations and if successful during contract period when required by Sri Lankan Airlines, and in such occasions handling agent should inform and facilitate access to SriLankan Airlines nominated personnel.

Selected agent shall conduct periodic inspections on all hotels its rooms, facilities, its services, equipment and provide detailed reports to SriLankan Airlines with SriLankan airlines standards as specified in Annex

<b>Section VI - Conditions of Contract</b>	
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## Section VI - Conditions of Contract (CC)

### 1. Definitions

**1.1** The following words and expressions shall have the meanings hereby assigned to them:

- a. **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- c. **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. **“Day”** means calendar day.
- e. **“Completion”** means the completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. **“CC”** means the Conditions of Contract.
- g. **“Purchaser”** means the entity purchasing the Related Services, as specified in the Contract Data.
- h. **“Related Services”** means insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i. **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, to which any part of the Services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- j. **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- k. “The Project Site,” where applicable, means the place named in the Contract Data.

### 2. Contract Documents

**2.1** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### 3. Fraud and Corruption

**3.1** The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a. **“corrupt practice”** means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- c. "**collusive practice**" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- d. "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

#### **4. Interpretation**

**4.1** If the context so requires it, singular means plural and vice versa.

##### **4.2 Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

##### **4.3 Amendment**

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

##### **4.4 Severability**

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

#### **5. Language**

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

#### **6. Joint Venture, Consortium or Association**

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

#### **7. Eligibility**

## **7.1 Refer to **Contract Data****

## **8. Notices**

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

**8.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **9. Governing Law**

**9.1** The Contract shall be governed by and interpreted in accordance with the **Laws of the Democratic Socialist Republic of Sri Lanka**.

## **10. Settlement of Disputes**

**10.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**10.2** If, after **twenty-eight (28) days**, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the **Arbitration Act No: 11 of 1995 of the Democratic Socialist Republic of Sri Lanka**. Arbitration shall be carried out in Colombo, Sri Lanka, in the English Language.

**10.3** Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier

## **11. Scope of Supply**

**11.1** The Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **12. Delivery and Documents**

**12.1** Subject to **CC Sub-Clause 32.1**, the Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the **Schedule of Requirements**. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.

## **13. Supplier's Responsibilities**

**13.1** The Supplier shall supply all Related Services included in the Scope of Supply in accordance with **CC Clause 11**, and the Delivery and Completion Schedule, as per **CC Clause 12**.

#### **14. Contract Price**

**14.1** Prices charged by the Supplier for the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

#### **15. Terms of Payment**

**15.1** The Contract Price, shall be paid as specified in the **Contract Data**.

**15.2** The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Related Services performed, and by the documents submitted pursuant to **CC Clause 12** and upon fulfillment of all other obligations stipulated in the Contract.

**15.3** Payments shall be made promptly by the Purchaser, but in no case later than **Sixty (60) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

#### **16. Taxes and Duties**

**16.1** The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to Country of the Purchaser. The taxes, duties incurred in the country of the purchaser shall be borne by the purchaser.

#### **17. Performance Security**

**17.1** If required as specified in the **Contract Data**, the Supplier shall, within **Fourteen (14) days** of the notification of contract award, provide a performance security of **Five percent (5%) of the Contract Price** for the performance of the Contract.

**17.2** The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

**17.3** As specified in the **Contract Data**, the Performance Security, shall be in LKR, USD, GBP, EUR or SGD and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.

**17.4** The **Performance Security** shall be discharged by the Purchaser and **returned** to the Supplier not later than **Twenty Eight (28) days** following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

#### **18. Confidential Information**

**18.1** The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under **CC Clause 18**.

**18.2** The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

**18.3** The above provisions of **CC Clause 18** shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

**18.4** The provisions of **CC Clause 18** shall survive completion or termination, for whatever reason, of the Contract.

## **19. Subcontracting**

**19.1** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

**19.2** Subcontracts shall comply with the provisions of **CC Clauses 3 and 7**.

## **20. Specifications and Standards**

### **20.1** Technical Specifications

- a. The Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in **Section V Schedule of Requirements**.
- b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

## **21. Packing and Documents**

**21.1** *This clause is forbidden for services and shall only be used in goods-related contracts.*

## **22. Insurance**

**22.1** *This clause is forbidden for services and shall only be used in goods-related contracts*

## **23. Transportation**

**23.1** Unless otherwise specified in the Contract Data, responsibility for arranging delivery of the services shall be a responsibility of the supplier.

## 24. Inspections and Tests

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

**24.2** The inspections may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination, or in another place as specified in the Contract Data. Subject to **CC Sub-Clause 24.3**, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

**24.3** The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in **CC Sub-Clause 24.2**,

**24.4** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

**24.5** The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Services comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

**24.6** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

**24.7** The Purchaser may reject any Service or any part thereof that fail to pass any test and /or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected services thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, up on giving a notice pursuant to **CC Sub-Clause 24.4**.

**24.8** The Supplier agrees that neither the execution of a test and/or inspection of the services thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to **CC Sub-Clause 24.6**, shall release the Supplier from any warranties or other obligations under the Contract.

## 25. Liquidated Damages

**25.1** Except as provided under **CC Clause 35**, if the Supplier fails to perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed unperformed

Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to **CC Clause 33**.

## **26. Limitation of Liability**

**26.1** Except in cases of criminal negligence or willful misconduct,

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

## **27. Change in Laws and Regulations**

**27.1** Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **CC Clause14**.

## **28. Force Majeure**

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

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

**28.3** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **29. Change Orders and Contract Amendments**

**29.1** The Purchaser may at any time order the Supplier through notice in accordance **CC Clause 8**, to make changes within the general scope of the Contract in any one or more of the following:

- a drawings, designs, or specifications, where Services to be furnished under the Contract are to be specifically provided for the Purchaser;
- b the method of shipment or packing;
- c the place of delivery ; and
- d the Related Services to be provided by the Supplier.

**29.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery /Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within **Twenty Eight (28) days** from the date of the Supplier's receipt of the Purchaser's change order.

**29.3** Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**29.4** Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **30. Extensions of Time**

**30.1** If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Related Services pursuant to **CC Clause 12**, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

**30.2** Except in case of Force Majeure, as provided under **CC Clause 27**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **CC Clause 25**, unless an extension of time is agreed up on, pursuant to **CC Sub-Clause 30.1**.

## **31. Termination**

### **31.1 Termination for Default**

- a The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i. if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to **CC Clause 33**;
  - ii. if the Supplier fails to perform any other obligation under the Contract; or

- iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in **CC Clause 3**, in competing for origin executing the Contract.
- b In the event the Purchaser terminates the Contract in whole or in part, pursuant to **CC Clause 34.1(a)**, the Purchaser may procure, up on such terms and in such manner as it deems appropriate, Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **31.2 Termination for Insolvency**

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

### **31.3 Termination for Convenience**

- a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date up on which such termination becomes effective.
- b The Goods that are complete and ready for shipment within **Twenty Eight (28) days after the Supplier's receipt of notice** of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (*This clause is forbidden for services and shall only be used in goods-related contracts.*)
  - i. to have any portion completed and delivered at the Contract terms and prices; and/or
  - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Related Services and for materials and parts previously procured by the Supplier.

## **32. Assignment**

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

## **33. Public Contract Act No.03 of 1987**

- 33.1** Bidders shall comply with the provision of **Public Contract Act. No.03 of 1987** and the regulation made there under. Under this act Local Agent who represent foreign principals should register themselves under the Public Contract Act No.03 of 198 if the value of any tender they intended to take part exceed Rupees **Five Million ( 5,000,000/- )** and shall submit the relevant PCA form with the offer.

## Section - VII Contract Data

### Section VII. Contract Data

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

<b>CC 1.1(i)</b>	The Purchaser is: SriLankan Airlines Ltd
<b>CC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: Delivery to SriLankan Airlines Katunayake, Srilanka
<b>CC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Attention: Commercial Procurement Manager (Inflight)  Address: SriLankan Airlines, Airline Centre, Katunayake, Sri Lanka.  Telephone: 0197332770  Facsimile number: 0197335225  Electronic mail address: dinithi.balasooriya@srilankan.com
<b>CC 15.1</b>	CC 15.1- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Payment will be made after 45 days from the date of invoice
<b>CC 17.1</b>	Performance Security shall be required (5% of the total contract value)
<b>CC 25.1</b>	The liquidated damage shall be: 01 % of contract value per week. each day of delay commencing from 10 days from the original date of delivery
<b>CC 25.1</b>	The quantum of liquidated damages/delay damages shall not exceed 10% of the contract value.

## **Section VIII. Draft Contract, Performance Security and Vendor Information Form**

### **1. Draft Agreement**

#### **AGREEMENT FOR APPOINTMENT OF AN AUTHORIZED HANDLING AGENT FOR SRILANKAN AIRLINES' CONNECTING POINT SERVICES (LAYOVER PROGRAMME)**

THIS AGREEMENT is made and entered into this \_\_\_\_ of 2024.

#### **BETWEEN**

**SriLankan Airlines Limited**, a company incorporated in Sri Lanka bearing the company registration number PB 67 and having its registered office at Airline Center, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "the Airline" which term shall include the said SriLankan Airlines Limited, its liquidator, successors in office and assigns ) of the **One Part**,

#### **AND**

\_\_\_\_ of \_\_\_\_ carrying a Travel Agency and Destination Management Company in Sri Lanka under the name and style of \_\_\_\_ a registered company (Reg No.) is contracted to provide all services rendered by a Travel Agency such as provision of Accommodation and Transport having its registered office at (hereinafter referred to as "Handling Agent " which term or expression as herein used shall where the context so requires or admits mean and include the said \_\_\_\_ and its heirs, executors, administrators or successors) of the **other Part**.

The above parties hereto shall be individually referred to as the "Party" and collectively referred to as the "Parties".

#### **WHEREAS**

- 2.** The Airline is desirous of appointing an authorized handling agent who is able to service Passengers arriving in Sri Lanka on its Sri Lankan Layover Programme
- 3.** Service Provider is Destination Management Company having the capability of servicing Passengers who arrive in Sri Lanka on the Airline's Sri Lankan Layover Programme
- 4.** Service Provider has expressed its willingness to act as an authorized handling agent of the Airline to service Passengers arriving in Sri Lanka on the Airline's Sri Lankan Airline Layover Programme.

**IT IS HERBY AGREED AS FOLLOWS**

**1. Definitions**

In this Agreement, including the Recitals, schedules, and Appendices hereto, except where the context otherwise requires to –

- i. **Airport Representatives** shall mean the persons who represent SERVICE PROVIDER to receive the passenger/s at the Bandaranaike International Airport and transport them to hotel and bring them back to the said airport in time for the departure flight.
- ii. **Free-Sale** shall mean the facility to freely sell the allocated number of rooms at the Hotel, up to the allotted number of rooms per day, negotiated and authorized by the Hotel.
- iii. **Hotels** shall mean the properties listed in Annex 1.
- iv. **AMADEUS** shall mean the Altea Reservation System.
- v. **Passenger** mean any person holding the Airlines through ticket, for air travel via Sri Lanka & who is entitled to the Transit benefits under the SriLankan Layover Programme.
- vi. **Reservations Equipment** shall mean personal computers (PCs) and dot matrix printers which the Airline shall at the Service Provider's head Office at \_\_\_\_\_ and at the Service provider's counter at the Bandaranaike International Airport.
- vii. **CPSS** shall mean the Interactive Hotel Reservation System produced & developed by UL/IT internally – (Connecting Point Services System)
- viii. **SriLankan Airlines Layover voucher** shall mean the voucher issued by Transfer Counter including the information of passenger's flight details, name of the Hotel to be accommodated at, the passenger's meal entitlement and ground transport arrangements and entitles the holder of the document to the services detailed therein.
- ix. **Sri Lanka Layover Programme** shall mean the SriLankan Layover Programmes of the Airline for their Layover passengers, traveling via Sri Lanka.

## **2. Appointment**

The Airline hereby appoints the SERVICE PROVIDER as its handling agent to service the Airline's Passengers arriving in SriLankan under its SriLankan Layover Programme and SERVICE PROVIDER accepts the appointment as the handling agent, subject to the terms and conditions set out herein. The Airline hereby appoints the SERVICE PROVIDER as its handling agent to service Passengers arriving in Sri Lanka under the SriLankan Layover Programme, and the SERVICE PROVIDER accepts this appointment, subject to the terms and conditions set out herein.

## **3. Duties and obligations of service provider**

- i. SERVICE PROVIDER shall ensure at all times that Passengers on SriLankan Layover Programme is properly handled in Sri Lanka and given the facilities and services of quality and standards set out in the Airline's SriLankan Layover Programme brochure as is current for the relevant period. In discharging its obligations described above, SERVICE PROVIDER inter alia shall perform the following duties:

## **4. Reservations/ Handling for CPS Passengers**

- i. The Handling Agent shall have access to SriLankan reservation system and shall monitor and obtain the reservation details from SriLankan Airlines Reservation System which includes requests for the SriLankan Layover Programme.
- ii. The Handling Agent shall make relevant reservations on the Hotel Reservation System based on SriLankan Airlines and passenger requirements. The appointed Handling Agent shall thereafter confirm to the relevant overseas station offices of SriLankan Airline within six (06) hours from the receipt of the initial request for the CPS facility. The Handling Agent must offer 24/7 service to facilitate overseas requests.
- iii. The appointed Handling Agent shall ensure that adequate rooms are allotted per hotel per day, at the Hotels stipulated in Annex 01 or agreed between the Handling Agent and SriLankan Airlines.
- iv. The Handling Agent shall make available additional rooms at hotels, as and when requested by SriLankan Airlines in compliance with Annex 02.
- v. The Handling Agent shall pay SriLankan Airlines the charge incurred in utilising the Hotel Reservation System monthly. (USD 1.50 per passenger which is subject to change)
- vi. The Handling Agent shall take due and proper care of SriLankan Airline's IT equipment installed at agent's premises and shall be responsible for its safe custody and proper use.

vii. The Handling Agent shall use own IT equipment's for the CPS operation

### **Airport Counter Handling**

- i. The Handling Agent shall establish and maintain a dedicated counter at the BIA Arrival Lounge at its own cost, in order to handle passengers of SriLankan Layover Programme on a 24 / 7 basis, manned by a minimum of four (04) desk staff.
- ii. In addition to the four (04)-desk staff, the Handling Agent shall allocate minimum of ten (10) airport representatives at BIA to coordinate the handling of Passengers arriving on SriLankan Airlines Layover Programme. There should be three (03) minimum staff at the BIA Counter at all times.
- iii. The Handling Agent shall ensure that all staff at the counter should maintain a high level of personal hygiene, grooming and shall be in uniforms which shall be provided by the Handling Agent and approved by the Airlines.
- iv. The Handling Agent shall obtain all security clearance for desk staff and Airport representatives to enter the Bandaranaike International Airport premises according to the rules and regulations prescribed by the Airport and Aviation authority of Sri Lanka (AASL) and the Ministry of Defence.
- v. The Handling Agent shall ensure to provide a PC/laptop with internet access and a hotline (mobile phone) in order to handle passengers of SriLankan Layover Programme on a 24 / 7 basis.
- vi. The rental cost for the use of the counter by the handling agent at the arrival lobby of BIA shall be borne by the handling agent

### **5. Transport**

- Minimum of 10 (ten) cars (mandatory for business class passengers handling)
- Minimum of 1 (One), 44-seater busses
- Minimum of 4 (four) ,8-seater vans
- Minimum of 2 (two), 26-seater coaches (excluding jump seats)

Or a suitable alternative fleet mix proposed by the supplier, provided it meets the requirement to handle approximately 100 passengers per day.

- i. All vehicles in the fleet — including cars, vans, coaches, and buses — must have a Year of Manufacture of 2017 or later. At the time of contract award, no vehicle shall exceed eight (08) years of age.
- ii. The fleet comprising of cars, vans, coaches, and buses should be well maintained for the efficient and timely carriage of Passengers between BIA and the Hotels and vice versa at the times stipulated by the Airlines and also as required per the booking/s as appearing on SriLankan Airlines Reservation System.
- iii. Maximum waiting time for a passenger should not exceed thirty (30) minutes at BIA and fifteen (15) minutes at the Hotel from the time as informed by the Airlines.
- iv. As and when required, the Handling Agent shall provide transportation for Passengers on the SriLankan Layover Programme on optional and / or city tours in accordance with the requirements of the Airlines on its SriLankan Layover programme.
- v. The Handling Agent shall ensure that Passengers departing from Sri Lanka reach BIA at least three (03) hours prior to the scheduled time of departure or as stipulated by the Airlines.
- vi. Individual vehicles shall be provided for Business Class passengers.
- vii. The Handling Agent shall ensure that the vehicles provided for the transportation shall comprise with below criteria other than special vehicle specification.
  - a. Vehicles should not exceed eight (08) years from the date of manufacture throughout the contract period.
  - b. The vehicles should be fully air-conditioned. Vans should be dual air-conditioned.
  - c. All vehicles to be used for transporting of the Airlines passengers should be cleaned prior to the commencement of the trip and the windows on the vans, coaches and buses should be covered with curtains or appropriately tinted as approved by the Airlines and within applicable Government laws and should have all other safety requirements.
  - d. All seats shall include a seatbelt.
  - e. The vehicles should be carpeted.
  - f. The Handling Agent shall ensure that vehicles deployed are mechanically sound, roadworthy, without propaganda stickers and as duly approved by the Airlines.
- viii. Performance of the transport services provided by the Handling Agent will be reviewed on a quarterly basis by the Airlines on punctuality, safety, cleanliness, roadworthiness and

serviceability of vehicles, and staff courtesy, but not limited to the same. In addition, service standard of the transport and staff will be randomly audited (mystery visits and passenger surveys) by the Airlines to ensure the expected minimum standards are met.

- ix. The Handling Agent shall ensure that the vehicles used for the transfers are licensed and adequately insured in accordance with applicable laws to carry out the services contracted for. Proof of ownership of vehicle or legal entitlement on using the vehicle shall be provided.
- x. The Handling Agent shall display the Company's identification board "SriLankan Transit Passengers" in the front and rear side of the vehicle whilst transporting the Passengers.
- xi. The Handling Agent shall ensure that the driver/s of the vehicles are properly licensed and comply with applicable laws rules and regulations.
- xii. The Handling Agent shall ensure that all drivers/helpers are conversant in English etc.
- xiii. Driver's age shall be a minimum of 25 years and shall not exceed 55 years throughout the contract period. Handling Agent shall ensure physical and mental fitness of the drivers with routine medical check-ups. List of drivers' names should be provided with their NIC and Driving License numbers prior to the operation. Details of newly appointed staff including drivers details shall be provided to the Airlines and approval obtained prior to them commencing duties.
- xiv. All operational vehicles will be physically inspected prior to operation and approved by the Airlines. Copy of registration of vehicles need to be provided before the inspection.
- xv. Newly added vehicles during the operation need to be physically inspected and approved by the Airlines. Copy of registration of vehicles need to be provided before the inspection.
- xvi. The security passes for the vehicles to enter Bandaranaike International Airport should be arranged by the Handling Agent. Any expenses incurred in this connection will have to be borne by the Handling Agent.
- xvii. The Handling Agent shall obtain all security clearance for drivers and helpers to enter the Bandaranaike International Airport premises according to the rules and regulations prescribed by the Airport and Aviation Authority of Sri Lanka (AASL) and the Ministry of Defence.
- xviii. The selected Handling Agent shall have a vehicle yard within 15 Kms radius from BIA.
- xix. Vehicle specifications
- xx.

<b>specifications</b>	<b>Vehicle Type</b>		
	<b>Car</b>	<b>Van</b>	<b>Bus</b>
<b>Engine Capacity</b>	975 CC or above or equivalent torque	2400 CC or above or equivalent torque	3500 cc or above
<b>Fuel Type</b>	Petrol/Diesel/Hybrid or Electric	Petrol/Hybrid/Diesel or Electric	Diesel or Electric
<b>Seating Capacity</b>	3 Except driver seat	8 or above (If 8 seats only should register as Dual purpose, semi coach or coach. If 9 or above should register as coach or semi coach)	20 or above
<b>Roof type</b>	-	High Roof	-
<b>AC status</b>	Factory fitted AC	Dual AC or Line AC	Line AC
<b>Remarks</b>	Sufficient space for passenger luggage is mandatory		

## 6. Hotel Accommodation

The Handling Agent shall:

- xxi. Ensure that an adequate number of rooms are reserved at the agreed hotels as per the required standards of the Airline during the contracted period. (Annex 01 and 02).
- xxii. Additional full-size bed shall be provided when a triple room is requested.
- xxiii. Ensure that all Hotels provide an extra bed free of charge for children under 12 years of age and up to a maximum of 02 children per room.
- xxiv. Secure room allocations with a Free-sale facility to be obtained and inventory control to be managed efficiently, in order to minimize the cost incurred to the Airline.
- xxv. Ensure that the Hotels adhere to minimum standards and services as specified.
- xxvi. Ensure that the facilities and services such as Hotel accommodation, meals and services provided by the Hotels to the Passengers shall be strictly in conformity with the Airlines Hotel voucher presented by the Passenger subject only to deviations specifically authorized by the Airline in writing.

- xxvii. Ensure that all additional costs and expenses incurred more than the services contracted for under the SriLankan Layover Programme or Disrupted Passenger handling which are not reflected in the SriLankan Layover Programme Voucher or Disrupted Passenger handling voucher, are settled by the Passenger direct to the Hotel or other third party concerned. The Airlines will not be liable for such additional costs.
- xxviii. Decide to extend the period of accommodation of the Passengers as and when requested by the Airline in writing.
- xxix. The Handling Agent shall provide the services and facilities of the SriLankan Layover Programme to passengers only on submission of valid SriLankan Layover Programme Voucher.
- xxx. The proposed Hotels are attached herewith as Annex 01. The Handling Agent should forward the quotations for the proposed hotels. The Handling Agent may forward quotations for other Hotels which are not listed in Annex 01 and same will be considered if they are up-to the required standards of the Airlines.
- xxxi. In the event, the standard of services provided in any of the hotels including those proposed by the Airline do not meet the standards of the Airlines, the Handling Agent shall not use such hotels for the Passengers until as authorised by the Airlines in writing.
- xxxii. In addition, service standard of the selected hotels and staff will be randomly audited (mystery visits and passenger surveys) by the Airlines to ensure the expected minimum standards (Annex 02) are met.
- xxxiii. During the operation, if the Airlines instructs the Handling Agent to discontinue the use of any specific hotel due to service standard issues, the Handling Agent shall immediately provide an alternative hotel of the same category, at the same contracted rates, and in accordance with the required standards of the Airlines
- xvi. During the agreement period, the Handling Agent shall identify and propose new hotels that align with the Airlines' required standards, in order to offer the best possible services to passengers. Such additions should be subject to prior review and written approval by the Airlines before inclusion in the programme.
- xvii. The Handling Agent shall establish a formal complaint handling process to address any service related issues encountered by passengers during their hotel stay. This process shall include,
  - Maintaining a 24/7 passenger support hotline/contact person dedicated to resolving hotel related complaints.
  - Ensuring that all complaints are acknowledged within 02 hours and initial corrective action is taken within 24 hours.
  - Submitting a written incident/complaint report to the Airlines within 24 hours of the occurrence, including root cause analysis and corrective measures.

- Maintaining a log of all complaints and resolutions, which shall be shared with the Airlines on a monthly basis or upon request.
- Implementing preventive measures to avoid recurrence of issues

## **7. Logistics and Co-ordination**

- i. The Handling Agent shall ensure that all Passengers are offered services in accordance with their confirmed bookings on the SriLankan Layover Programme, subject only to any deviations authorized by the Airline in writing and in compliance with the operating procedures and conditions of SriLankan Layover Programme which will be notified to Handling Agent by the Airline from time to time.
- ii. The Handling Agent shall make available to the Airline no later than the 15<sup>th</sup> day of each month, a statement giving details of the number of Passengers who participated in the SriLankan Layover Programme along with the breakdown of rooms and meals utilized, in the preceding month and any other information which may be reasonably requested by the Airlines.
- iii. The Handling Agent shall check the detail and the validity of all the vouchers of all SriLankan Layover Programme prior to acceptance, when presented by the Passenger.
- iv. The Handling Agent shall maintain an effective communication system to ensure close and efficient co-ordination between the Handling Agent and the Airlines. A minimum of 03 telephone numbers and 01 common email address accessible by all designated counter staff of the Handling Agent shall be maintained on 24/7 basis.
- v. The appointed Handling Agent shall advise all Passengers, Hotels and other service providers that the Airlines is not responsible for any accommodation, transport or other services in excess of the duration of the stay prescribed either in the SriLankan Airlines Layover Voucher or as per the written instructions given by the Airline and shall indemnify Airline in respect of all claims made regarding any extra services and accommodation.
- vi. Handling Agent's assistance will be required when conducting passenger surveys.

## **8. Duties of the Airline**

- i. The airline shall record all reservations made on its SriLankan Layover Programme which are to be serviced by Handling Agent on the AMADEUS system.
- ii. The Airlines shall grant the Handling Agent revocable, non-transferable, and non-exclusive sub license on the use of the AMADEUS system which it is entitled to pursuant to this agreement.

- iii. The Airline shall obtain license on the use of CPSS system which it is entitled to use pursuant to this Agreement with CPSS as its belongs to UL /IT department.
- iv. The Airline shall permit the Handling Agent to use the Airlines Trademarks and service marks, subject to the prior approval of the Airline in writing. Such use shall be limited to what is necessary for the Handling Agent to perform its duties and obligations under this Agreement.
- v. Issue Passengers with the Airlines Layover Vouchers at its airport services transfer desk office at the Bandaranaike International Airport, Katunayake clearly indicating the services contracted.

## **9. Exclusivity**

- i. The Handling Agent shall handle the Airline's SriLankan Layover Programme on an exclusive basis for the Airline during the term of the agreement but shall not service nor handle any similar programme for any other Airline operating into Sri Lanka.
- ii. The Airline shall be under no obligation whatsoever to provide the Handling Agent with a guaranteed number of passengers for hotel accommodation, ground transportation or city/shopping transportation during the period of this agreement.
- iii. Where the Handling Agent has failed or delayed discharging its obligations hereunder the Airline may secure the services to be provided under the SriLankan Layover Programme directly with any other Hotel or any other handling agent and the Handling Agent shall reimburse the Airline with any expenses incurred by the Airline in excess of the rates specified in Annex 1.
- iv. It shall be lawful the Airline to claim from the Handling Agent any costs, fines, penalties, charges imposed on or incurred by the Airline as result of the Handling Agent's failure to discharge or perform its obligations under this Agreement. Provided however that the above shall be without prejudice to the remedies/relief/rights available to the Airline under the applicable laws and as detailed elsewhere in this Agreement.

## **vi. Liability and Indemnity**

- i. The Handling Agent shall identify and hold harmless the Airlines, its directors, agents and employees against and all losses, cost, expenses, claims and liabilities including reimbursements which may arise out of or be claimed against the Airline or raised due to the non-utilization of whole or part of the SriLankan Layover Programme.
- i. The Handling Agent shall be liable for and shall indemnify the Airline, its director, agents and employees in respect of all losses, cost, expenses, claims and liabilities arising out of death or injury to any of the Airline's Passengers for loss of or damage to the property of the Passengers utilizing the services of Handling Agent or any other hotel services procured by Handling Agent pursuant to

this Agreement regardless of the negligence, recklessness or willful misconduct of the Handling Agent , its servant, agents or employees in their discharge of the obligations pursuant to this agreement.

- ii. The Handling Agent shall be liable for and indemnify the Airline, its directors, agents and employees in respect of any losses, costs, expenses, claims and liabilities, demands, suits and actions made against the Airline by any Hotel or any other 3<sup>rd</sup> party in respect of any charges pertaining to services rendered to any passenger not included in the SriLankan Layover Vouchers Presented by the relevant Passengers, in connection with the SriLankan Layover Programme and which has not been specifically authorized in writing by the Airline.
- ii. The Handling Agent shall be liable and indemnify and hold harmless the Airline , its directors agents and employees against any and all claims, damages, suits action and related costs which may be made or claimed against the Airline by any Passengers due to the non-availability/ non-provision of accommodation and services at the Hotel or other location in Sri Lanka in accordance with firm reservations made by or on behalf of a passenger pursuant to the SriLankan Layover Programme to be serviced by the Handling Agent pursuant to the services during the contracted period.
- iii. The Handling Agent shall be liable and indemnify and hold harmless the Airline, its directors agents and employees in respect of all claims, damages, suits, actions and related cost, expenses, losses or damages which are claimed by the Airlines or claimed from the Airline on account of the services, provided that the Handling Agent shall not be liable where if duly proven that the loss or damage was due to the gross negligence or willful misconduct of the Airline and except to the extent determined to have resulted from negligence and/or intentional or deliberate misconduct of the Handling Agent's personnel or a third party, including any third party brining a claim.
- iv. The Handling Agent shall be liable and indemnify and hold harmless the Airline, its directors' agents and employees in respect of all claims, damages, suits, actions and related costs, expenses, losses or damages which are claimed by the airline or claimed from the Airline on account of non-compliance with any term of this Agreement.
- v. The Handling Agent shall indemnify and hold harmless the Airline, its directors, agents and employees in respect of all claims and suits brought by any employee or agent or contractors of the Handling Agent against the Airline, its directors, agents and employees under the workmen's compensation law or employee liability law.

- vi. Neither party shall be liable to the other for any costs, expenses, losses or damages that may be construed as consequential damages.
- vii. The Handling Agent shall agree to fully indemnify, defend and hold the Airline and its directors, officers and employees harmless from and against any and all claims, actions, demands, costs, losses or damages whether direct, indirect or consequential, and reasonable attorney fees and expenses arising out ( but not limited to):
  - a. Any third-party claims in connection with or resulting from the performance or non-performance of the services under the Agreement by the Handling Agent.
  - b. Infringement of the airlines' or a third party's intellectual property rights or copy right infringement by the Handling Agent or by use of any system, information, representation, reports data or other material provided by the Handling Agent .
  - c. Failure to comply with I labor-related laws and any other applicable laws relating to performance of the services by the Handling Agent.
  - d. Breach of terms and conditions of this Agreement by the Handling Agent .

#### **14. Invoicing, Payment, and Performance Bond**

- a) The Handling Agent shall invoice the Airlines for all SriLankan Layover Programme Vouchers serviced handled separately and for other services provided to Passengers upon the Airlines' written authorization on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. All invoices shall be supported by vouchers and relevant written authorization.
- b) Within forty-five (45) days of the receipt of invoice, the Airlines shall reimburse the Handling Agent the cost of the transfers, tours, and Hotel Accommodation as per the relevant SriLankan Airlines Layover Voucher or other written authorization of the Airlines as per clause 8.1 above, in accordance with the rates agreed. The Airlines shall not be liable to make any payment in respect of any invoice or claim which are not supported with the relevant SriLankan Airlines Layover Vouchers or special written authorization as per clause 8.1 above.

- c) The Airlines shall not pay the Handling Agent for any cancellation, similar charge or compensation in the event the rooms reserved are not utilized by Passengers concerned.
- d) All payments to the Handling Agent shall be by cheque drawn in favour of the Handling Agent.
- e) The Handling Agent shall submit a Performance Bond of equivalent to 5% of the total contract value as a bank guarantee for the entire contract period. Subject to an increase of up to 10%, depending on the financial status of the Handling Agent .

## **15. Terms and Termination**

- i. This agreement shall be valid for a period of **3 years from \_\_\_ to \_\_\_**, unless terminated earlier in accordance with the terms of this Agreement.
- ii. Notwithstanding the above, this agreement may be terminated by either party without assigning any reasons whatsoever by giving ninety (90) days written notice of intention to terminate to the other Party. The termination to take effect on the date specified therein which shall be not less than three (03) months after the date of notice. No compensation shall be payable by the Airline to Handling Agent in respect of any termination effected by the Airline under this clause.
- iii. Notwithstanding the above, this Agreement may be terminated forthwith by the Airline in the following circumstances,
  - a) If the Handling Agent is in breach of any provision of the agreement and fails to remedy such breach within seven (07) days of notification by the Airline.
  - b) If a creditor attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or issued out against the whole or a substantial part of the undertakings, assets, rights or revenues of the Handling Agent .
  - c) If the Handling Agent takes any action or any legal proceedings are started or other steps taken for the Handling Agent to be adjudicated or found bankrupt or for the winding-up or dissolution of the Handling Agent or the appointment of a liquidator, administrator, trustee, receiver or similar officer of the Handling Agent or of the whole or any part of its undertakings, assets, right or revenues.
  - d) If the Handling Agent ceases to be in the business of tourism destination management.

- e) If the Airline is not able to obtain authorization to sub license to the Handling Agent under its license Agreements with AMADEUS to enable the Airline to license the Handling Agent to use AMADEUS reservation system as contemplated in the agreement.
- f) If the Handling Agent loses any license or authorization, it is legally required to process for the purpose of discharging its obligations under this Agreements.
- g) If the Handling Agent or any of its affiliates is in breach of any other agreement it has entered into with the Airline.
- h) If the Airline reasonably believes that Handling Agent is incapable of carrying out the obligations pursuant to this Agreement.

iv. Any termination of this Agreement pursuant to this clause shall be without prejudice to accrued rights and liabilities of the either party.

v. Upon termination of this Agreement howsoever occasioned:

- viii. The Handling Agent shall cease to hold out as the passenger handler of the Airline for the SriLankan Airlines Layover Vouchers.
- ix. The Handling Agent shall transfer forthwith the benefits of all contracts and arrangements/ bookings with hotels to the airline in order to enable the Airline to service passengers under the "SriLankan Layover Programme" at contracted locations at contracted rates.
- x. Return reservations equipment and any promotional documents of the airline in Handling Agent's possession.
- xi. The license for the Handling Agent to use AMADEUS reservations systems shall automatically terminate and the Handling Agent shall not make or access any new reservation over either system, AMADEUS pursuant to this agreement or otherwise from and after the date of termination.
- xii. Immediately upon termination submit a written report to the Airline of all reservations made on the SriLankan Layover Programme in respect of which services are to be provided falling after the termination date.

**i. General**

- i. This Agreement and non-contractual obligations arising from this Agreement shall be construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and shall be subject to the jurisdiction of the Courts of Sri Lanka.
- ii. This Agreement contains the entire Agreement between the Parties and supersedes all other matters or unwritten arrangements between the Parties pertaining to the matters agreed to herein and the terms and conditions of 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 the Airline and The Handling Agent .
- iii. If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provision shall remain valid and in full force and effect.
- iv. The rights and remedies of the Airline against the Handling Agent for the breach of any conditions and for obligations undertaken by the Handling Agent under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of the Airlines.
- v. Any notice required or permitted to be given pursuant to this Agreement shall be sent by registered mail addressed in the case of the Airline to:

Attention : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone : \_\_\_\_\_

And in the case of SERVICE PROVIDER to;

Attention : .....

Designation : .....

Address : .....

Telephone : .....

- vi. Nothing on this Agreement shall prevent the Airline from availing itself of any of the remedies provided for in the governing law, in addition to the remedies stipulated in this Agreement.
- vii. At all the times the Handling Agent together with its staff shall be deemed to be an independent contractor and shall not under any circumstance be construed an agent employee, representative, joint venture or partner in a partnership or agent of the Airline.

**ii. Representation and warranties**

The Handling Agent represents and warrants that:

- a. It is duly incorporated and having the necessary corporate power to enter into this Agreement and perform the it's obligations hereunder and the performance of the its's obligations will not violate any of the provisions of the it's Articles of Association and the Signatory/Signatories hereto is/are duly authorized to sign on behalf of the Handling Agent and bind the Handling Agent .
- b. No litigation, arbitration, dispute or legal proceedings have been commenced or are pending or are threatened against the Handling Agent and no judgment or award has been given which in any way prejudices or restricts the it's power, capacity or authority to perform the it's obligations hereunder;
- c. Entering into this Agreement does not constitute a breach by the Handling Agent of any obligations (statutory, contractual or fiduciary) under any agreements or undertaking by which the Handling Agent may be separately bound;

- d. It has obtained, at its own cost, all licenses, permits, consents, approvals and intellectual property or other rights and approvals of any network/person as may be required to provide the services;
- e. The performance of the Services shall be in accordance with the terms of the Agreement and in accordance with the applicable laws of the country;

**iii. Confidentiality**

3. Both parties agree to keep confidential and agree to ensure that each Parties employees will keep confidential and will not at any time communicate or divulge to any information relating to this Agreement including but not limited to any information relating to the other's business, strategy and/ or passengers and any information provided to the other, excepts.
  - With the prior written approval of the other party; or
  - By requirement of law, regulation or by the rules of any competent regulatory or government body.
  - To those of its employees who need to know such information for the proper fulfilment of their duties and its professional advisers provided such persons are made aware of the confidential nature of such information.
4. Clause 13.1 shall not apply to such information if it is;
  - a) In the public domain otherwise than by failure of the other party to comply with clause 13.1: or
  - b) In possession of the other party before these confidentiality obligations came into effect and is not the subject of a pre-existing obligation of confidentiality; or
  - c) Obtain from a third party who is free to disclose the same without breach of any obligation of confidentiality.
1. The terms of this clause 13 shall survive termination of this Agreement.

**iv. Sub-contracting & assignment**

xxxiv. Right and obligations under this agreement shall not be assigned transferred or sublet by the Handling Agent without the prior written approval of the Airline.

xxxv. The Handling Agent shall not be relieved of its responsibility under this Agreement for any portion of its obligations as are subcontracted.

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

For and behalf of

**SRILANKAN AIRLINES LIMITED**

Name : \_\_\_\_\_

for and behalf of

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_

Witness:

Name : \_\_\_\_\_

Witness:

Designation : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

## 2. Performance Security

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

**Beneficiary: SriLankan Airlines Ltd**

**Date:** -----

**PERFORMANCE GUARANTEE No:** -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[Reference number of the contract]* dated ----- with you, for the ----- Supply of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

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

At the request of the Supplier, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the --- day of ---, 20..*[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

---

*[Signature]*

### **3. Vendor Information Form**

(To be filled by the vendor)

<b>Section A – Basic information of the vendor</b>		
(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 the agent (if any)		
<b>Section B – Details of Directors, Shareholders and related parties</b>		
1. Name(s) of Directors		
2. Name(s) of Shareholders		

3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
5. Names of Close Family Members who are either Directors/Employees 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: