



**APPOINTMENT OF AN AUTHORIZED AGENT TO HANDLE SRILANKAN AIRLINES' DISRUPTED PASSENGERS**

**IFB No: EPC/DIS/01/2025**

**CHAIRMAN,  
ENTERPRISE PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS AND CIVIL AVIATION  
ON BEHALF OF  
SRILANKAN AIRLINES LTD.**

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Dear Sir/Madam,

**IFB NO: EPC/DIS/01/2025**

**APPOINTMENT OF AN AUTHORIZED HANDLING AGENT TO HANDLE SRILANKAN AIRLINES' DISRUPTED PASSENGERS**

Chairman of Enterprise Procurement Committee on behalf of SriLankan Airlines hereby invites Sealed bids from eligible bidders for the Appointment of an authorized Handling Agent to handle Disrupted Passengers of SriLankan Airlines.

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 **10:00 hours** (Sri Lankan time: GMT +0530) on **10<sup>th</sup> February 2026**.

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).

Source of Funds : SriLankan Airlines

Scope of the procurement : Handling of SriLankan Airlines passengers during a flight disruption which includes providing transport to and from the Airport and Hotels including meals as specified in the bidding document.

Method of procurement : NCB (National Competitive Bidding Method)

Level of Procurement Committee: EPC (Enterprise Procurement Committee)

A pre-bid meeting will be organized on **30<sup>th</sup> January 2026 at 10.00 a.m.** Sri Lankan time (GMT +5:30 Time Zone) online 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 the meeting request.

**For Clarification of bid purposes**

Please email to: [nipuna.fernando@srilankan.com](mailto:nipuna.fernando@srilankan.com) Telephone:0197332773 /0744442773

All bids shall require a minimum refundable Bid Security amounting to **LKR 3,762,000** 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 from 10<sup>th</sup> February 2026 till 8<sup>th</sup> July 2026 (for a period of 147 days from the tender closing date). Bids without a refundable Bid Security will not be considered.

**Minimum Qualifications of the bidder:**

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 5 consecutive years in the Inbound Tour Operator Business.
3. The Handling Agent should maintain a vehicle fleet capable of handling up to 250 number of passengers per hour to/ from Bandaranaike International Airport (BIA) when required. 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.

Yours Faithfully,

**CHAIRMAN,  
ENTERPRISE PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS AND CIVIL AVIATION  
ON BEHALF OF SRILANKAN AIRLINES LTD.**

**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**

**Details**

Name of Bidder

[Insert Full Legal Name]

Address

[Insert Mailing Address]

Contact Person

[Insert Name and Designation]

Telephone Number

[Insert Phone Number]

Email Address

[Insert Email Address]

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

Signed: .....

Designation : .....

Company : .....

Date : .....

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

## General

### 1. Scope of Bid

- 1.1. SriLankan Airlines issues these Bidding Documents for the APPOINTMENT OF AN AUTHORIZED HANDLING AGENT TO HANDLE SRILANKAN AIRLINES' DISRUPTED PASSENGERS incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2. Throughout these Bidding Documents:
  - (a) The term "in writing" means communicated in written form by e-mail 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 of their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

### **3. Eligible Bidders**

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

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

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

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

3.2 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 Goods and Related Services**

4.1 All the Goods and 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 - Draft Contract, Performance Bond 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 Goods and 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 goods/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 Supplier:

- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
- (b) on the previously imported goods of foreign origin



- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services

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 items.

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

14.1 The vendors shall quote in Sri Lanka Rupees or United States Dollars.

#### **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.

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

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

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

#### **17. 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) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b) And, that 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 or equivalent in United States Dollars, 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 Bond 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 Bond 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 mail or 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 Goods and 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 proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the Central Bank selling rates prevailed 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 the Goods and 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 quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

### **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 bond 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 Bond**

- 41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, shall furnish the Performance Bond equivalent to 5% of the total estimated cost using the Performance Bond 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 Bond 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 goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the Contract are - Appointment of an Authorized Handling Agent for handling of SriLankan Airlines' disrupted passengers of (IFB No: EPC/DIS/01/2025)
	<b>B. Contents of Bidding Documents</b>
ITB 6.1	For <b><u>Clarification of bid purposes</u></b> only:  <u>SriLankan Airlines contact details</u>  Mailing address : SriLankan Airlines Limited Commercial Procurement Department (Inflight) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka  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>
	<b>C. Preparation of Bids</b>
ITB 10.1 (e)	The Bidder shall submit the following additional documents: Company profile Client references

ITB 18.1	The bid shall be valid for 119 days from the bid closing date (from 10 <sup>th</sup> February 2026 to 10 <sup>th</sup> June 2026)
ITB 19.1	(a) Bid shall include a Bid Security (issued by bank or surety) included in section IV Bidding Forms;
ITB 19.2	The amount of the Bid Security shall be: LKR 3,762,000 The validity period of the bid security shall be valid from 10 <sup>th</sup> February 2026 till 8 <sup>th</sup> July 2026 (for a period of 147 days from the tender 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 to handle SriLankan Airlines' Disrupted Passengers. IFB No: EPC/DIS/01/2025
<b>ITB 22.1</b>	<p>For bid submission purposes, SriLankan Airlines' address is:  Attention : Manager Commercial Procurement  Address : Commercial Procurement Department,  SriLankan Airlines Ltd, Airline Centre,  Bandaranaike International Airport,  Katunayake, Sri Lanka.</p> <p><b>An email address should be provided one day in advance if the bidder wishes to participate on line pre-bid meeting.</b></p> <p>For pre-bid meeting, please provide the company name and one email address through email: <a href="mailto:nipuna.fernando@srilankan.com">nipuna.fernando@srilankan.com</a> by 8. 30 a.m. on <b>09<sup>th</sup> February 2026</b> (Sri Lankan time GMT +5:30 Time Zone) in order to send the invitation to join the MS teams Meeting.</p>
	<p>The deadline for the submission of bids is:  Date: <b>10<sup>th</sup> February 2026</b>  Time: <b>10.00 am</b></p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:  Address: <b>Commercial Procurement Meeting Room</b>, Airline Centre,  SriLankan Airlines, Katunayake, Sri Lanka  Date: <b>10<sup>th</sup> February 2026</b>  Time: <b>10.15 am</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 33.4</b>	<p>The following factors and methodology will be used for evaluation:  <u>1. Minimum Qualification 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 5 consecutive years in the Inbound Tour Operator Business.</p> <p>iii). The Handling Agent should maintain a vehicle fleet capable of handling up to 250 number of passengers per hour to/ from Bandaranaike International Airport (BIA) when required. 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 qualification Criteria

3. A registered member of Sri Lanka Association of Inbound Tour Operators (SLAITO) or Valid Registered Travel Agency under SLTDA license
4. Minimum experience of 5 consecutive years in the Inbound Tour Operator Business.
3. The Handling Agent should maintain a vehicle fleet capable of handling up to 250 number of passengers per hour to/ from Bandaranaike International Airport (BIA) when required. 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

1. Successful bidder shall comply with all the requirements as indicated in the Specifications/ Requirements in the Compliance form.
2. Satisfactory Financial stability of the bidder
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):

Satisfactory Financial Stability of the bidder

##### **(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.

##### **(c) The Bidder shall furnish documentary evidence to demonstrate that the services offered meet the following usage requirement:**

Company profile

## **Section IV. Bidding Forms**

### **Table of Forms**

Bid Submission Form

Non- Collusion Declaration

Price Schedule/Rate Sheet

Bid Security (Bid Guarantee)

Specifications/Requirements Compliance form

**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 Goods and 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 bond 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]*

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Technical 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.

Rates in Sri Lankan Rupees or 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]*

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

**Non-collusion Declaration**

**Annexure III of Chapter 01**

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

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



**Price Schedule/Rate Sheet**

Disrupted passengers forecast for the 1<sup>st</sup> year – 4700 pax

Star rating 5

Names of the Hotels proposed for this Category: **HILTON – KINGSBURY – SHANGRYLA – ITC – AMARI – CINNAMON HOTELS -JETWING HOTELS -VIVANTA- TAJ** (You may propose other hotels in this category too)

Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA

Category	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>			
Deluxe		500	
Standard		600	
<b>Rate for meals - per head</b>			
Breakfast		1100	
Lunch		1100	
Dinner		1100	
Light Refreshment		1100	
		<b>Estimated Total Cost per annum</b>	

**Price Schedule/Rate Sheet**

Hotel Star rating: 3/4

Room type: Standard

Names of the Hotels proposed for this Category: Full moon/Catamaran/Fairway/Becan Beach (You may propose other hotels in this category too)

Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA

Category	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>			
Standard		3600	
<b>Rate for meals - per head</b>			
Breakfast		3600	
Lunch		3600	
Dinner		3600	
Light Refreshment		3600	
		<b>Estimated Total Cost per annum</b>	

Disrupted passengers forecast for the 2<sup>ND</sup> year – 5500 pax

**Price Schedule/Rate Sheet**

Hotel Star rating: 5

Room type: Standard/Deluxe

Names of the Hotels proposed for this Category: **HILTON – KINGSBURRY – SHANGRYLA – ITC – AMARI – CINNAMON HOTELS -JETWING HOTELS -VIVANTA- TAJ** (You may propose other hotels in this category too)

**Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA**

Category	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>			
Deluxe		500	
Standard		700	
<b>Rate for meals - per head</b>			
Breakfast		1200	
Lunch		1200	
Dinner		1200	
Light Refreshment		1200	
		<b>Estimated Total Cost per annum</b>	

**Price Schedule/Rate Sheet**

Hotel Star rating: 3/4

Room type: Standard

Names of the Hotels proposed for this Category: Full moon/Catamaran/Fairway/Becan Beach (You may propose other hotels in this category too)

**Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA**

Category	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>			
Standard		4300	
<b>Rate for meals - per head</b>			
Breakfast		4300	
Lunch		4300	
Dinner		4300	
Light Refreshment		4300	
		<b>Estimated Total Cost per annum</b>	

Disrupted passengers forecast for the 3<sup>RD</sup> year – 6000 pax

**Price Schedule/Rate Sheet**

Hotel Star rating: 5

Room type: Standard/Deluxe

Names of the Hotels proposed for this Category: **HILTON – KINGSBURY – SHANGRYLA – ITC – AMARI – CINNAMON HOTELS -JETWING HOTELS -VIVANTA- TAJ** (You may propose other hotels in this category too)

Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA

Category	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>			
Deluxe		600	
Standard		700	
<b>Rate for meals - per head</b>			
Breakfast		1300	
Lunch		1300	
Dinner		1300	
Light Refreshment		1300	
		<b>Estimated Total Cost per annum</b>	

**Price Schedule/Rate Sheet**

Hotel Star rating: 3/4

Room type: Standard

Names of the Hotels proposed for this Category: Full moon/Catamaran/Fairway/Becan Beach (You may propose other hotels in this category too)

Note - Hotels shall be either in Colombo city limits or within 20 km radius from BIA

Category	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>			
Standard		4700	
<b>Rate for meals - per head</b>			
Breakfast		4700	
Lunch		4700	
Dinner		4700	
Light Refreshment			
		<b>Estimated Total Cost per annum</b>	

Bidding currency:

Note 1: Bids quoted in fixed LKR rate are encouraged. However, the Technical 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.

Note 4: Payments 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]*

**Clause:**

**In the event that a minimum hotel rate policy is implemented based on GOSL regulations, the room/meal rates may be subject to change based on mutual agreement between parties to the contract**

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

**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 bond, 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 Bond 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

Name of the Bidder : .....

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

Running Number	Specification clause (MANDATORY)	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 5 consecutive years in the Inbound Tour Operator Business.		
	2.3 The Handling Agent should maintain a vehicle fleet capable of handling up to 250 number of passengers per hour to/ from Bandaranaike International Airport (BIA) when required. 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 of Disrupted Passengers		
5	3.4 Airport Counter Handling		
6	3.5 Transport		
7	3.6 Hotel Accommodation		
8	3.7 Logistics and Co-ordination		
9	4. Exclusivity		
11	4.1		
12	4.2		
13	4.3		
14	5. Liability, Indemnity and Liquidated Damages		
15	5.1		
16	5.2		
17	5.3		
18	5.4		
19	5.5		
20	5.6		
21	5.7		
22	5.8		

Running Number	Specification clause <b>(MANDATORY)</b>	Bidder's Response (Yes/No)	If 'No' comments
23	5.9		
24	6. Intellectual Property Rights, Confidentiality and Data Protection		
25	6.1		
26	6.2		
27	6.3		
28	6.4		
29	6.5		
30	6.6		
31	6.7		
32	7. Insurance		
33	<p>The Handling Agent shall maintain and keep in place the undernoted policies of insurance.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c. A public liability insurance policy including liability arising out of fire, explosion, food &amp; drink poisoning, with</li> </ul>		

Running Number	Specification clause <b>(MANDATORY)</b>	Bidder's Response (Yes/No)	If 'No' comments
	<p>a limit of indemnity of not less than LKR 5,000,000 per event.</p> <p>d. All hotel and resort service providers of the or recommended by the Handling Agent 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 10,000,000. It shall be the responsibility of the Handling Agent to ensure that such insurance is in place and to provide proof of such insurance upon request by Sri Lankan Airlines.</p>		
34	7.2		
35	7.3		
36	7.4		
37	7.5		
38	7.6		
39	8. Invoicing and Payment		
40	8.1		
41	8.2		
42	8.3		
43	8.4		
44	8.5		
45	9. Termination		
46	9.1		
47	9.2		
48	10. Required Details of the Handling Agent (Submission of following documents)		
49	10.1 Copy of the certificate of Business Registration of the Company. MANDATORY		



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

## **Section V. Schedule of Requirements**



### **Appointment of an Authorised Agent to Handle SriLankan Airlines' Disrupted passengers**

#### **Background**

SriLankan Airlines Limited ("SriLankan Airlines") is required to appoint a sole Agent to handle disrupted passengers of Sri Lankan Airlines. The contract period will be for 3 years. The terms and conditions detailed in this RFP 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 5 consecutive years in the Inbound Tour Operator Business.

**2.3.** The Handling Agent should maintain a vehicle fleet capable of handling up to 250 number of passengers per hour to/ from Bandaranaike International Airport (BIA) when required. 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:**

##### **A. Disrupted Passenger Handling**

Passengers effected by flight disruptions due to delays of over 6 hours, mishandling, overselling of flights, flight cancellations and aircraft type downgrades; to be provided with facilities and services as per the required quality and standards of SriLankan Airlines, such as; offer care and provide assistance to passengers at BIA, ground transportation to and from BIA to Hotel, provide Hotel accommodation, meals, refreshments, logistical support and other services required and specified by SriLankan Airlines to the Handling Agent. Annex: 02 with regards to handling of disrupted passengers.

- i. 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.

The appointed Handling Agent shall make available additional rooms at hotels, as and when requested by **3.3 handling of Disrupted Passengers**

- i. SriLankan Airlines will inform of any service requirements to the Handling Agent once a flight disruption has occurred.
- ii. The appointed Handling Agent shall make the relevant reservations and ensure that adequate rooms are provided based on the ad-hoc request/s.
- ii. SriLankan Airlines in compliance with Annex 02.

### **3.4 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 disrupted passengers of SriLankan on a 24 / 7 basis, manned by a minimum of 02 desk staff.
- ii. In addition to the 02-desk staff, the appointed Handling Agent shall allocate minimum of 06 airport representatives at BIA to coordinate the handling of Passengers arriving on SriLankan Airlines' Disrupted Passengers.
- 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.

### **3.5 Transport**

- i. In case of a disruption or as required by SriLankan Airlines, the appointed Handling Agent shall provide a fleet capable of handling up to 250 number of passengers per hour to/ from BIA
  - Minimum of 15 cars
  - Minimum of 2 (two), 44-seater busses
  - Minimum of 5 (five), 8-seater vans
  - Minimum of 5 (five), 26-seater coaches (excluding jump seats)

Or a variation to cater the requirement of the above. This could exceed up to approximately 325 passengers.

- ii. The fleet comprising of cars, vans, coaches, and buses should not exceed 8 years from the date of manufacture at the time of award of the contract.
- 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 15 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. No two persons will travel in the same vehicle unless they are from the same family or travelling together.
- 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. Vehicles should not exceed 8 years from the date of manufacture at the time of award. .
  - b. The vehicles should be fully air-conditioned. Vans should be dual air-conditioned.
  - c. 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 covered with curtains or appropriately tinted as approved by SriLankan 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, road worthy, without propaganda stickers and duly approved by SriLankan Airlines.
  - g. 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 ensure that the driver/s of the vehicles are properly licensed and comply with applicable laws rules and regulations.
- xi. The appointed Handling Agent shall ensure that all drivers/assistants are conversant in English etc.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. The selected Handling Agent shall have a vehicle yard within 15 Kms radius from BIA.

xviii. 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
<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		

### 3.6 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 Disrupted Passenger handling which are not reflected in the Disrupted Passenger handling 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 disrupted passengers only on submission of valid voucher and as request by SriLankan Airlines.
- 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. Number of disrupted passengers will not be known in advance and could vary significantly from day to day. Therefore, the Handling Agent shall have an internal mechanism to handle such ad-hoc request/s.
- 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.

### **3.7 Logistics and Co-ordination**

- i. The appointed Handling Agent shall ensure smooth and effective handling of all Passengers participating in SriLankan Disrupted Passengers.
- ii. 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 Disrupted Passengers handled in the preceding month and any other information which may be reasonably requested by SriLankan Airlines.
- iii. The appointed Handling Agent shall check the detail and the validity of Disrupted Passengers prior to acceptance, when presented by the Passenger.
- iv. 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.
- v. 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 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.

- vi. 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' Disrupted Passengers 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 45,000 passengers per annum. 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' handling of Disrupted Passengers.

**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 for the Disrupted Passengers 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 airlines disrupted Passengers.

**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 provides 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 disrupted passenger handling.

**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 Airline 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 handling of disrupted passengers 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-provisions 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 Handling Agent or their service providers involved in the performance of this contract. The insurance policy shall cover riot and terrorism.
- c. A public liability insurance policy including liability arising out of fire, explosion, food & drink poisoning, with a limit of indemnity of not less than LKR 5,000,000 per event.
- d. All hotel and resort service providers of the or recommended by the Handling Agent 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 10,000,000. It shall be the responsibility of the Handling Agent to ensure that such insurance is in place and to provide proof of such insurance 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 disrupted passengers handled 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.

**8.2** Within 45 days of the receipt of invoice, SriLankan Airlines shall reimburse the Handling Agent the cost of the Hotel Accommodation and transport as per the relevant 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 Disrupted passengers 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 handling of disrupted passengers.
- 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:

- i. Copy of the certificate of Business Registration of the Company.
- ii. Documentary proof confirming the membership of SLAITO or Registered Travel Agency under SLTDA license.
- iii. Company profile including employee count, number of years in the business etc.
- iv. Current clientele (Please provide contact name, contact number, e-mail address for a minimum of 5 current clients)
- v. Audited financial reports for immediate past 03 years
- vi. Any Awards / Recommendations / Reference Letters
- vii. Logistical capabilities.

- viii. Photocopies of certificates of registration of all vehicles proposed for the operations.
- ix. Documentary proof on 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 LKR\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.

Names of the Hotels Close to the Airport	
Vivanta (Only for J/CIs )	
Ramada Katunayake	
Jetwing sea	
Full moon	
Catamaran	
Beacan Beach	
Goldi Sands	
Names of the Hotels in Colombo	
Fairway	
Movenpick	
Kingsbury	
Galadari	
Cinnamon lakeside	



## **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 cater appropriate Meal or Light Refreshment as instructed by SriLankan Airlines in the case of Disrupted Passengers.
- 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 r Vegetarian filling. Tea or Coffee	A juice or 500ml bottle of water Lentils with accompaniments. Tea or Coffee	Rice with 4 vegetables Dessert or Fresh fruits (cut or whole). Tea or Coffee	Rice with 4 vegetables Dessert of Fresh fruits (cut or whole). Tea or Coffee
Asian non-veg	A juice or 500ml bottle of water 2 sandwiches (2 full slices) with salmon/cheese/egg or chicken filling. Tea or Coffee	A juice or 500ml bottle of water Meal to include fish or chicken curry. Tea or Coffee	Rice with chicken or fish curry and a minimum of 4 vegetables. Dessert of Fresh fruits (cut or whole). Tea or Coffee	Rice with chicken or fish curry and a minimum of 4 vegetables. Dessert or Fresh fruits (cut or whole). Tea or Coffee

**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

**Following to be adhered specially with regards to handling of Disrupted Passengers:**

- Type of Meals to be provided according to the voucher provided by SriLankan Airlines.
- Upon request, 01 Local call with 03 minutes duration to be provided.
- No alcoholic Beverages to be provided at SriLankan Airlines' expense.
- No Laundry services to be provided at SriLankan Airlines' expense.

## **1. 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.
2. 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 2.

## **Section VI. Draft Contract, Performance Bond and Vendor Information Form**

### **1. Draft Agreement**

#### **AGREEMENT FOR APPOINTMENT OF AN AUTHORIZED HANDLING AGENT TO HANDLE SRILANKAN AIRLINES' DISRUPTED PASSENGERS**

THIS AGREEMENT is made and entered into this \_\_\_\_ of 2026.

#### **BETWEEN**

**Sri Lankan 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 Sri Lankan 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 "Service Provider" 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.

#### **WHEREAS**

- i. The Airline is desirous of appointing an authorized handling agent who is able to service Passengers affected by flight disruptions.
- ii. Service Provider is Destination Management Company having the capability of servicing Passengers who are affected due to flight disruptions.
- iii. Service Provider has expressed its willingness to act as an authorized handling agent of the Airline to service to handle disrupted Passengers.

#### **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. **Disrupted Passengers** shall mean passengers who are holding a valid SriLankan airlines ticket and who's planned travel itinerary is disrupted due to various operational reasons of the Airline.

## **2. Appointment**

- i. The Airline appoints SERVICE PROVIDER to be its handling agent to service the Airline's Passengers effected due to flight disruptions. Subject to the terms and conditions set out herein, and SERVICE PROVIDER accepts the appointment as the handling agent to service to handle disrupted passengers on 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 Sri Lankan Airlines' Disrupted Passenger handling Programme are properly handled in Sri Lanka and given the facilities and services of quality and standards set out for the relevant period. and similar equal facilities are provided to the passengers who are effected due to flight disruptions, and in particular provide the Passengers with care and assistance at the Bandaranaike International Airport ("BIA"), ground transportation to and from BIA to the relevant Hotel, accommodation at the Hotel, meals and refreshments and logistical support and other services at the rates and in accordance with the service quality set out. In discharging its obligations described above, SERVICE PROVIDER inter alia shall perform the following duties:

## 6. Transport

- i. In case of a disruption or as required by SriLankan Airlines, the appointed Handling Agent shall provide a fleet capable of handling up to 250 number of passengers per hour to/ from BIA.
  - Minimum of 15 cars
  - Minimum of 2 (two), 44-seater busses
  - Minimum of 5 (five), 8-seater vans
  - Minimum of 5 (five), 26-seater coaches (excluding jump seats)

Or a variation to cater the requirement of the above. This could exceed up to approximately 325 passengers.

- ii. The fleet comprising of cars, vans, coaches and buses should not exceed 8 years in age from the date of manufacture during the period of the contract.
- iii. 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 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 15 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. No two persons will travel in the same vehicle unless they are from the same family or travelling together.
- 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. Vehicles should not exceed 8 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 SriLankan 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 SriLankan 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, road worthy, without propaganda stickers and duly approved by SriLankan Airlines.
- 
- 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 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 appointed Handling Agent shall ensure that the driver/s of the vehicles are properly licensed and comply with applicable laws rules and regulations.
  - xi. The appointed Handling Agent shall ensure that all drivers/helpers are conversant in English etc.
  - xii. 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.
  - xiii. All operational vehicles will be physically inspected prior to operation and approved by the SriLankan Airlines. Copy of registration of vehicles need to be provided before the inspection.
  - xiv. Newly added vehicles during the operation need to be physically inspected and approved by SriLankan Airlines. Copy of registration of vehicles need to be provided before the inspection.



- xv. 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.
- xvi. 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.
- xvii. The selected Handling Agent shall have a vehicle yard within 15 Kms radius from BIA.
- xviii. 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
<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		

## 7. 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.
- 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 more than the services contracted for Disrupted Passenger handling which are not reflected in Disrupted Passenger handling

- 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. Decide to extend the period of accommodation of the Passengers as and when requested by the Airline in writing.
  - ix. 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.
  - x. 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 as authorised by SriLankan Airlines in writing.
  - xi. Number of disrupted passengers will not be known in advance and could vary significantly from day to day. Therefore, the Handling Agent shall have an internal mechanism to handle such ad-hoc request/s.
  - xii. 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.

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

- i. The appointed Handling Agent shall ensure smooth and effective handling of all Disrupted Passengers.
- ii. The appointed Handling Agent shall make available to the Airline the hotel break down within the same day (12 hours) including room allocation. Further a monthly statement giving details of the number of Disrupted Passengers along with the breakdown of rooms and meals utilized, in the preceding month and any other information which may be reasonably requested by SriLankan Airlines.
- iii. The appointed Handling Agent shall check the detail and the validity of all the vouchers of all Disrupted Passengers prior to acceptance, when presented by the Passenger.
- iv. 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.
- v. 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 by the SriLankan Airlines 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.

- vi. Handling Agent's assistance will be required when conducting passenger surveys.

## **9. Duties of the Airline**

- i. The Airline shall permit SERVICE PROVIDER to use the Airlines Trademarks and service marks, subject to the prior approval of the airline in writing for such.

## **10. Exclusivity**

- i. SERVICE PROVIDER shall handle the Airline's Disrupted passenger handling programme on an exclusive basis for the Airlines during the term of our 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 SERVICE PROVIDER with a guaranteed number of passengers for hotel accommodation, ground transportation or city/ shopping transportation during the period of this agreement.
- iii. Where SERVICE PROVIDER has failed or delayed discharging its obligations hereunder the Airline may secure the services to be provided under the SriLankan disrupted passenger handling-directly with any other Hotel or any other handling agent and SERVICE PROVIDER shall reimburse the Airline with any expenses incurred by the Airline in excess of the rates specified in Annex 1.

## **11. Liability and Indemnity**

- i. SERVICE PROVIDER 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 Disrupted Passenger Handling Programme.
- ii. SERVICE PROVIDER 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 SERVICE PROVIDER or any other hotel services procured by SERVICE PROVIDER pursuant to this Agreement regardless of the negligence, recklessness or willful misconduct of

SERVICE PROVIDER , its servant, agents or employees in their discharge of the obligations pursuant to this agreement.

- iii. SERVICE PROVIDER 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 Presented by the relevant Passengers, in connection with the SriLankan Disrupted passenger handling Programme which has not been specifically authorized in writing by the Airline.
- iv. SERVICE PROVIDER 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 Disrupted passenger handling programme to be serviced by SERVICE PROVIDER pursuant to the services during the contracted period.
- v. SERVICE PROVIDER 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 SERVICE PROVIDER shall not be liable where the loss or damage was due to the gross negligence or willful misconduct of the Airline.
- vi. SERVICE PROVIDER 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-complaints with any term of this Agreement.
- vii. SERVICE PROVIDER shall identify 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 SERVICE PROVIDER against Airline, its directors, agents and employees under the workmen's compensation law or employee liability law.

- viii. Neither party shall be liable to the other for any costs, expenses, losses or damages that may be construed as consequential damages.

## **12. Intellectual property Rights and Indemnity**

- i. SERVICE PROVIDER 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):
- ii. Any third-party claims in connection with or resulting from the performance or non-performance of the services under the Agreement by SERVICE PROVIDER.
- iii. Infringement of the airlines' or a third party's intellectual property rights or copy right infringement by SERVICE PROVIDER or by use of any system, information, representation, reports data or other material provided by SERVICE PROVIDER.
- iv. Failure to comply with labor related laws and any other law relating to performance of the services by SERVICE PROVIDER.
- v. Breach of terms and conditions of this Agreement by SERVICE PROVIDER.

## **13. Insurance**

- i. Without prejudice to the generality of the indemnity provisions under the Agreement, the Handling Agent shall maintain and keep valid at all times 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:
  - a) Third party liability insurance to a limit of at least USD 2 Million per occurrence. The insurance policy should cover liability out of the use of third-party premises and cover claims on a worldwide basis including from the USA and Canada
  - b) Occupiers' liability insurance to a limit of at least USD 2 Million per occurrence
  - c) Workmen's compensation and employer liability insurance

- ii. 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.
- iii. A severability of interest clause where the insurance (except regarding the limits of liability) will operate in all respects as if there were a separate policy covering each insured.
  - f) Confirm that such insurance shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
  - g) 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.
  - h) 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.
  - i) 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.
  - j) 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.
- iv. 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 of not less than LKR 500,000 per seat.
  - c) Cover for baggage of not less than LKR 1,000,000
  - d) Coverage for excluded items such as pain work, buffers, mudguards, fog lamps, etc.
  - e) Workmen's compensation cover for the driver

- v. Where the Handling Agent is using third party facilities the Handling Agent will ensure that such facilities has a hoteliers 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.
- vi. 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 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.

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

- i. The Handling Agent shall invoice SriLankan Airlines for all SriLankan disrupted passengers handled separately and for other services provided to Passengers upon SriLankan Airlines' written authorization within the same day (12 hours) including room allocation. All invoices shall be supported by vouchers and relevant written authorization.
- ii. Within 60 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 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 document or special written authorization as per clause 8.1 above.
- iii. 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.
- iv. All payments to the Handling Agent shall be by cheque drawn in favour of the Handling Agent.
- v. 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.



## 15. Terms and Termination

- i. This agreement shall be valid for a period of \_\_\_ **years from** \_\_\_ **to** \_\_\_
- ii. Notwithstanding the above, this agreement may be terminated by either party by giving 90 days written notice of intention to terminate. The termination to take effect on the date specified therein which shall be not less than three months after the date of notice. No compensation shall be payable by the Airline to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER.
  - c) If SERVICE PROVIDER takes any action or any legal proceedings are started or other steps taken for SERVICE PROVIDER to be adjudicated or found bankrupt or for the winding-up or dissolution of SERVICE PROVIDER or the appointment of a liquidator, administrator, trustee, receiver or similar officer of SERVICE PROVIDER or of the whole or any part of its undertakings, assets, right or revenues.
  - d) If SERVICE PROVIDER ceases to be in the business of tourism destination management.
  - e) If SERVICE PROVIDER or any of its affiliates is in breach of any other agreement it has entered into with the Airline.
  - f) If the Airline reasonably opines that SERVICE PROVIDER 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 of either party.

v. Upon termination of this Agreement howsoever occasioned:

- a) SERVICE PROVIDER 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 Handling of Disrupted Passengers" at contracted locations at contracted rates.

## **16. General**

- i. This Agreement will 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. All disputes arising in connection with this Agreement may be referred to Arbitration under Arbitration act no.11 of 1995 by one or more arbitrators appointed in accordance with said act. The place of Arbitration shall be Colombo, Sri Lanka and the language of Arbitration shall be English.
- iii. This Agreements 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 SERVICE PROVIDER.
- iv. 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.
- v. The rights and remedies of the Airline against SERVICE PROVIDER for the breach of any conditions and for obligations undertaken by SERVICE PROVIDER under this Agreement shall not be prejudiced or deemed to be waived by reason if any indulgence or forbearance of the Airlines.

- vi. 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 :

- vii. 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.
- viii. At all the times SERVICE PROVIDER 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.
- ix. The employees of SERVICE PROVIDER shall not be considered as employees of the Airlines.
- x. Nothing contained in this Agreement shall constitute a partnership between the parties hereto nor constitute the Airline as an agent of SERVICE PROVIDER or vice versa.

## **17. Representation and warranties**

Each of the parties here to represents and warrants that it has the corporate power and authority to enter into this Agreement and has obtained all necessary license, approvals, and consents to enter into this Agreement and discharge the obligations set out herein in the manner set out herein.

## **18. Confidentiality**

- i. Both parties agree to keep confidential and agree to ensure that each parties employee 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.
  - a) With the prior written agreement of the other party; or
  - b) By requirement of law, regulation or by the rules of any competent regulatory or government body.
  - c) 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.
- ii. 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.
- iii. The terms of this clause 13 shall survive termination of this Agreement.

### **19. Sub-contracting & assignment**

- i. Right and obligations under this agreement shall not be assigned transferred or sublet without the prior written approval of the airline.
- ii. 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

for and behalf of

SRILANKAN AIRLINES LIMITED

Name :

Name :

Designation :

Designation :

Witness:

Witness:

Name :

Name :

Designation :

Designation :

## 2. Performance Bond

-----[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:



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

✓ Tick the appropriate boxes

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