Procurement of

Services Under

National Shopping Procedures

Invitation of Quotations

For

Hiring a SUV (without driver) for SriLankan Airlines

Contract No: 202632606

NPA/SBD/GOODS/01

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Goods as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation submission Form(s)
C: Preparation of Quotation	
3. Documents Comprising your Quotation	3.1 The Quotation shall comprise the following: (a) Quotation Submission Form and the Price Schedules; (b) Technical Specifications & Compliance with Specifications
4. Quotation Submission Form and Price Schedules	4.1 The vendor shall submit the Quotaion Submission Form using the form furnished in Section V. 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. 4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.
5. Prices and Discounts	5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. 5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.

	5.3 The applicable VAT shall be indicated separately. 5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non responsive and may be rejected.
6. Currency	6.1 The vendors shall quote only in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications". 7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given. 7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.
8. Period of Validity of quotation	8.1 Quotations shall remain valid for the period of sixty (60) days after the quotation submission deadline date.
9. Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.
D: Submission and Opening of Quotation	
10. Submission of Quotation	10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number. 10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the quotation.
11. Deadline for Submission of Quotation	11.1 Quotation must be received by the Purchaser at the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
12. Late	12.1 The Purchaser shall reject any quotation that arrives after the

Quotation	deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
13. Opening of Quotions	13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet. 13.2 A representative of the bidders may be present and mark its attendance.
E: Evaluation and Comparison of Quotation	
14. Clarifications	14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered. 14.2 The Purchaser's request for clarification and the response shall be in writing.
15. Responsiveness of Quotations	15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received. 15.2 If a quotation is evaluated as not substantially responsive to the documents issued , it may be rejected by the Purchaser.
16. Evaluation of quotation	16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive. 16.2 To evaluate a quotation, the Purchaser may consider the following: (a) the Price as quoted; (b) price adjustment for correction of arithmetical errors; (a) price adjustment due to discounts offered. 16.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. .
17. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations	17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.

F: Award of Contract	
18. Acceptance of the Quotation	18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
19. Notification of acceptance	19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.

Section II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is : Muditha Ruwan Address: SriLankan Airlines Limited Commercial Procurement Department (General) Airline Centre, Bandaranaike International Airport Katunayake Sri Lanka Telephone -0197332827 Email - muditha.ruwan@srilankan.com
5.1	If the bidder is allowed to quote for less than the all the items specified, indicate the details.
7.3	Manufacture's Authorization is/ is not required.
11.1	Address for submission of Quotations is ulcptenders@srilankan.com Deadline for submission of quotations is before 1400 hours Sri Lankan time (GMT + 5:30 Time Zone) on 18th November 2026
13	The quotations shall be opened at the following address: Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
16[1]	Other factors that will be considered for evaluation are (List and describe the methodology): • Compliance for all required specifications marked as Mandatory in section IV • Credit period provided • Availability of samples for evaluation purpose

	• Blind tasting/testing of samples • Samples to be delivered to : Commercial Procurement Manager (G) Commercial Procurement Department, SriLankan Airlines Ltd., Airline Centre, B.I.A, Katunayake, SRI LANKA Samples should be delivered on DDP d(Destination Duty Paid)

[1] Insert only if additional factors other than price is considered for evaluation.

Section III: Schedule of Requirements

Line Item N°	Description of Service	Number of Vehicles Required	Contract period	Unit of measurement	Location
1.	Hiring a SUV (without driver) for Sri Lankan Airlines	01	02 years**	Monthly Rental (without VAT)	Katunayake

*The vehicle/s should be mechanically sound and roadworthy whilst meeting the required comfort levels and in good condition both internally and externally. Same will be inspected by the Technical Committee of SriLankan Airlines before awarding the contract.

**The contract may be extended to a further period on same rates, terms, and conditions upon mutual agreement.

Section IV: Technical Specification & Compliance

Scope of Service

Type of operation:

The vehicle will be allocated for day-to-day operations of SriLankan Airlines Transport Section.

Compliance Form

Name of the Bidder:……

Make / Model: Vehicle ……

Running No	Specifications	Requirements (Mandatory)	Specify details of the offered vehicle / Compliance [to be filled by the bidder]
1.	**Class of vehicle**	Motor Car	
2.	**Body type**	SUV/Station Wagon	
3.	**Status when registered**	Brand New/Reconditioned/Locally Built	
4.	**Meter reading beginning of the contract**	<120000 Km	
5.	**Fuel Type**	Petrol/Diesel/Hybrid	
6.	**Age of vehicle at the commencement of the contract**	YOM should be 2015 or Newer/Later	
7.	**Engine Capacity**	1490CC – 3000CC	
8.	**Transmission**	Auto/ Tiptronic	

9.	**AC System**	Factory Fitted	
10.	**FM Radio with Local Frequencies**	Required	
11.	**Seat Belts for all seats**	Required	
12.	**Spare Wheel /Tyre Repair Kit**	Required	
13.	**Jack, Wheel brace**	Required	
14.	**Power Steering**	Required	
15.	**Power adjustable Side Mirrors**	Required	
16.	**Central Locking system operated with a remote controller**	Required	
17.	**Power assisted ABS or advanced braking system**	Required	
18.	**Reverse camera**	Required	
19.	**7-seater**	Required	
20.	**Body colour**	Any plain color without contrasting stickers other than stickers/painting-markings appear on manufacture standards	
21.	**Documents required**	1. DMT registration certificate 2. No objection letter provided by the absolute owner of the vehicle stating that he/she has no objection to the arrangement of ETC facility for the vehicle.	
22.	**Returnable with one-month advance notice without paying any penalty.**	Required	

23.	**Clientele details of the bidder (with contact numbers)**	Details of at least three customers who have hired vehicles from the bidder	
24.	**One to one replacement**	Required	
25.	**Adhering to all the terms and conditions of the agreement.**	Required	
26.	**Service to be conducted within reasonable time of informing by SriLankan Airlines. Within two weeks maximum.**	Required	
27.	**Agreed to the "Substitution of vehicles" section given below as Required Annex 01**	Required	

- Required Monthly KM Rate must be at least 3000 Km.
- Contract Period - 2 Years
- Must be able to submit the vehicle for physical inspection within three days of notification.
- If required, it should be able to return the vehicle with a one-month advance notice, without paying any additional charges.
- The responsibility and expenses of maintenance and repairs of the vehicle should be borne by the service provider.

Special Note: The vehicle/s should be mechanically sound and roadworthy whilst meeting the required comfort levels and in good condition both internally and externally. Same will be inspected by the Technical Committee of SriLankan Airlines before the contract is awarded.

…….. [signature of person singing the Bid]

……..[designation of person signing the Bid with frank]

Date : …… [insert date]

Section V
Quotation Submission Form

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

Date:

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the document issued;

(b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods *[insert a brief description of the Goods];*

(c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure];*

(d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

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

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

Dated:

Price Schedule -202632606

(THIS IS A COMPULSORY FORM)

Name of the Bidder: ……

Make/Model: ……

1	2	3	4	5	6	7		8		11	12
Line Item N°	Description of Services Service	Contract Period	Unit of measurement	Option	Currency	**Monthly rental (3000 Km)**		**Excess km rate (per km)**		Payment term (Pls specify)	Remarks
						Price	VAT	Price	VAT		
1	Hiring a SUV (without driver) for Sri Lankan Airlines	02 years	Monthly rental								

Notes:

- Absolute/ current owner of the vehicle should not be a current employee or not an immediate family member of a current employee of SriLankan Airline staff.
- Contract to be extended for further period at the same rates, terms, conditions & supplier performance on mutual agreement.
- **Minimum 45 days credit** facility is preferred, and preference will be given to suppliers providing longer credit facilities.
- The contract should have the ability to terminate prematurely without paying any additional charges.

…….. [signature of person singing the Bid]

……...[designation of person signing the Bid with frank]

Date : …… [insert date]

Manufacturer's Authorization

[If requested under ITV clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

Date:

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and supply the goods.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____day of _____, _____*[insert date of signing]*

ANNEX 01

Substitution of vehicles:

1. The service provider shall provide the vehicle specified and inspected during the Tender process without substitution throughout the Agreement period.

2. In the event the service provider wishes to substitute a vehicle during the Agreement period, they shall submit a written request to SriLankan Airlines Ltd for approval providing adequate notice of one-month period minimum for the planned substitution. This request must include detailed information about the proposed substitute vehicle, including make, model, year, and any other relevant specifications

. 3. Any proposed substitution must meet or exceed the specifications outlined in the tender documents. Acceptance or denial of the substitution request will be communicated by SriLankan Airlines in writing upon inspection of the Vehicle.

4. Failing to meet the specifications and standard outlined by SriLankan Airlines would lead to non-performance and eventual Termination of Agreement with no liability to SriLankan Airlines Ltd. Any payments due to the Service Provider will be held until the amounts are mutually agreed upon during the termination process.

5. If the service provider substitutes a vehicle without providing adequate notice and/or obtaining prior written approval from SriLankan Airlines after inspection, it shall be considered a breach of contract. SriLankan Airlines reserves the right to take appropriate actions, including but not limited to contract termination, financial penalties, recovering additional charges incurred or any other remedies available under the circumstances. Minimum penalty of one month’s rental will be charged for the disruption caused to SriLankan Airlines Ltd.

6. Above does not apply to temporary replacement vehicles provided to SriLankan Airlines in the event of breakdown, repair/service, or accident of the original vehicle.

VEHICLE HIRE AGREEMENT

CONTRACT NUMBER -

This Vehicle Hire Agreement is made on this .....at Katunayake

By and between

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

And

..... incorporated in the Democratic Socialist Republic of Sri Lanka bearing the Company Registration number **.....** and having its registered office at **.....** (hereinafter referred to as **"the Service Provider"** which term or expression as herein used shall where the context so requires or admits mean and include the said [],its liquidators, successors in office and assigns) of the **Other Part**.

WHEREAS SriLankan Airlines is engaged in the operation of an international commercial air transport and is desirous of hiring ..... Vehicles (as defined below) for its use as per the Specifications (as defined below) provided in the Schedules attached herewith;

WHEREAS the Service Provider is in business of hiring out vehicles and is desirous to hire the Vehicles to SriLankan Airlines on an exclusive basis according to the Specifications mentioned herein;

WHEREAS the Service Provider has expressed its offer to hire out the Vehicles to SriLankan Airlines according to the terms and conditions provided herein and which offer has been accepted by SriLankan Airlines;

WHEREAS prior to the said offer and the execution of the Agreement, the Service Provider has been apprised of the requirements and Specification required by SriLankan Airlines for the hiring of the Vehicles and to all other matters which might have influenced the Service Provider in making its Request for Quotation/Tender and has agreed to hire out the Vehicle to SriLankan Airlines pursuant to the said requirements and Specifications set forth in the Request for Quotation/Tender;

AND WHEREAS the Parties are desirous of entering into this Agreement in order to formalize the transaction and to be governed by the terms and conditions hereinafter mentioned

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICE PROVIDER'S OBLIGATIONS

1.1. **The Service Provider shall:**

1.1.1. commencing from the Effective Date, provide to SriLankan Airlines, ... vehicles in accordance to the Specifications of the Vehicles as more fully described in Annex I, (hereinafter referred to as "Vehicles") for the exclusive use of SriLankan Airlines for the Period of Hire, on the terms and conditions more fully set forth under this Agreement;

1.1.2. make the Vehicles available to SriLankan Airlines for the duration of the Period of Hire to be collected from the Place of Collection on the Effective Date;

1.1.3. in the event any of the Vehicles are rejected by SriLankan Airlines at the Place of Collection due to non-conformity with the Specifications in Annex I or defective in any material ways, make available an alternate Vehicle/s to the satisfaction of SriLankan Airlines or rectify the defective Vehicle/s, without any additional costs, as decided at the discretion of SriLankan Airlines;

1.1.4. at all times either:

have full, right, title and ownership to the Vehicles hired under this Agreement and the Vehicles are registered under its name;
or
have the legal entitlement and right to use and hire out the Vehicles to SriLankan Airlines for the duration of the Period of Hire. In the event any of the Vehicles are owned by a third party (at the Effective Date or during the Period of Hire), the Service Provider shall obtain a no-objection letter from the absolute owner of the Vehicles to hire the Vehicles to third parties which shall be provided to SriLankan Airlines at the time of execution of this Agreement;

1.1.5. grant SriLankan Airlines the exclusive use and possession of the Vehicles during the Period of Hire;

1.1.6. grant SriLankan Airlines quiet possession of the Vehicles without any interruptions and disturbance;

1.1.7. hire the Vehicle for use, for any given month, for a maximum mileage of.....Kms per Vehicle for any given month (“Mileage”) and for each additional kilometers in excess of the Mileage, the Service Provider shall charge SriLankan Airlines the rates as set forth in Annex 3;

1.1.8. ensure that the Vehicle hired pursuant to this Agreement comply with the Specifications in Annex I hereof commencing from the Effective Date and for the duration of the Period of Hire;

1.1.9. ensure that the Vehicles are serviced, mechanically sound, roadworthy and in good condition, both internally and externally for the Period of Hire;

1.1.10. at its own cost, be responsible for the service, repair and fair wear and tear of the Vehicles for the Period of Hire;

1.1.11. ensure at its own cost and expense that the Vehicles are:

Eco Tested, licensed and insured annually in accordance with all applicable laws and regulations;
Duly registered and comply with all applicable Government or local Government laws, regulations pertaining to ownership or lease or hire of the said Vehicles;

1.1.12. at its own cost and expense, duly pay and continue to pay all applicable taxes duties and fees in respect of the Vehicles.

1.1.13. at its own cost insure and keep the Vehicles comprehensively insured with a reputable insurance company as more fully described in Clause 6 for the Period of Hire;

1.1.14. ensure that a duly certified photocopies of the registration documents including the Certificate of Registration pertaining to the respective Vehicles and all original registration documents (Except Certificate of Registration of the Vehicles) pertaining to the Vehicles are forwarded to SriLankan Airlines for retention during the Period of Hire;

1.1.15. provide a designated contact person who is stationed in Colombo and contactable throughout the Period of Hire of this Agreement on a 24 X 7 X 365 basis;

1.1.16. make available the Vehicles for inspection by SriLankan Airlines personnel at a location, time and date specified by SriLankan Airlines prior to Effective Date of this Agreement;

1.1.17. carry out or cause to be carried out at its own expense all routine maintenance and servicing and cleaning of Vehicles in accordance with the Maintenance Schedule set out in Annex 2 hereto, to a service level acceptable to SriLankan Airlines;

1.1.18. carry out all minor/major repairs and maintenance in respect of the Vehicles, at its own cost, in a timely manner, whether or not such replacement, repair or maintenance is scheduled or unscheduled or due to any incident or accident in the course of use or leasing of the Vehicles by SriLankan Airlines. All minor/major repairs have to be attended and carried out by the Service Provider within Two (02) days from the date of notification by SriLankan Airlines and shall be completed by the Service Provider within a reasonable period of time. Service Provider shall collect vehicle from the place where vehicle is defected / SriLankan Airlines' transport division and shall provide replacement vehicle as described in clause 1.1.19.

1.1.19. in the event of any accidents, incidents, emergencies, breakdowns, theft and/or where Vehicle repair(minor/major) and maintenance work is being carried out on the Vehicle, or when the user has been deprived of the use of the Vehicle for a consecutive period of over three (03) hours the Service Provider shall at its own cost:

i) provide replacement vehicle(s) of similar standard and Specifications of the replaced Vehicle(s) to SriLankan Airlines satisfaction within two (02) hours from time of intimation of the incident, accident, emergencies, breakdowns, theft and/or where Vehicle(s) repair and maintenance work or other non-availability if within Colombo and within four (04) hours if out of Colombo (irrespective of the duration being consecutive or not). Subject to the above, the Service Provider will endeavour to provide a replacement vehicle(s) immediately with minimum inconvenience to SriLankan Airlines and/or its employees. For avoidance of doubt any place in between Katunayake and Colombo along the main A3 road is considered as Colombo for the purpose of this clause. The replacement vehicle(s) should be of the same standard as the Vehicle(s) that is being replaced and to the satisfaction of SriLankan Airlines and shall be provided to SriLankan Airlines until the Vehicle(s) is repaired and returned to SriLankan Airlines. No payments shall be payable by SriLankan Airlines for the replacement vehicle provided hereunder.
In the event the Service Provider is unable to provide a replacement vehicle(s) within the time frame stipulated above, SriLankan Airlines shall make arrangements to hire an alternate replacement vehicle(s) of the same standard as the Vehicle(s) that is being replaced and all cost for the aforementioned shall be borne by the Service Provider; provided however that the daily hire rental in respect of such replacement vehicle(s) shall not exceed a sum of Rupees …… (Rs ..... /-) [(monthly hiring rental / 30) x 116 %] which said sum is subject to a 5% increase per annum.
In the event the Service Provider is unable to provide a replacement Vehicle within the time frame stipulated above, and if SriLankan Airlines do not hire an alternate replacement vehicles, Service Provider shall pay SriLankan Airlines liquidated damages of 110% of daily hiring rental [(monthly hiring rental / 30) x 110 %]

1.1.20. Acknowledge and agree that the Vehicles hired by SriLankan Airlines under this Agreement will be used by employees of SriLankan Airlines for their official and personal use;

1.1.21. At SriLankan Airlines' request provide additional Vehicles to SriLankan Airlines for use by its employees on the terms and conditions stated herein. Such vehicles shall be added by a separate Agreement duly signed by both parties.

1.1.22. In the event the Service Provider ceases to have legal entitlement to hire any of the vehicles at any time during the period of hire Service Provider shall provide SriLankan airlines a replacement vehicle of similar standard and specifications of the replaced vehicle. In the event the Service Provider is unable to provide a replacement vehicle(s) within a reasonable time period stipulated above, SriLankan Airlines shall make arrangements to hire an alternate

replacement vehicle(s) of the same standard as the Vehicle(s) that is being replaced and all cost for the aforementioned shall be borne by the Service Provider.

1.1.23. In the event the Service Provider fails to comply with the obligations under this Agreement, the Service Provider shall pay SriLankan Airlines liquidated damages of Sri Lanka Rupees Two Thousand (LKR 2,000/-) per each day during the period of non-compliance and until such obligation has been complied with.

1.1.24. The Service Provider shall operate on its own the service maintenance schedule and programme and repair obligations more fully set forth in Annex 2 and do the required servicing within a day and servicing date should be informed 48 hours prior to the service.

1.1.25. The Service Provider shall record the mileage and the fuel mark at the time of accepting the Vehicle(s) for service , maintenance or repairs and the Service Provider shall ensure that the fuel mark is at the same level at the time of returning the Vehicle to SriLankan Airlines. At the time of returning the Vehicle to SriLankan Airlines, if the fuel mark is reduced from the fuel mark recorded at the time of acceptance as mentioned herein, the Service Provider shall reimburse the cost of the fuel so reduced to SriLankan Airlines.

1.1.26. The Service Provider shall obtain, keep valid and subsisting at all times during the Period of Hire, and comply with the terms and conditions of, all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in order to carry on its business and perform its obligations hereunder.

1.1.27. Do preventive maintenance visit at least once in a 2 weeks in every month.

1.1.28. Provide technical awareness regarding vehicles when it required by SriLankan Airlines.

1.1.29. The Service provider shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and shall be performed in a reliable and professional manner in conformity with good industry practices.

2. SRILANKAN AIRLINES' OBLIGATIONS

2.1. SriLankan Airlines shall:

2.1.1. Pay the Service Provider for the hiring of the Vehicles at the rates set out in Annex 3 and in the manner set out in Clause 3 of the Agreement;

2.1.2. make use of the Vehicles during the Period of Hire in accordance with terms of this Agreement and will return the Vehicle to the Place of Return on or before the Return Date with the same fuel level as when the Vehicle was taken by SriLankan Airlines;

2.1.3. have the right to inspect the Vehicles at the Place of Collection and reject the Vehicle that is not according to the Specifications in Annex 1 or is otherwise defective in any material way and either require alternate Vehicles to be provided by the Service Provider to the satisfaction of SriLankan Airlines or request the rectification of defective Vehicles, at the discretion of SriLankan Airlines for no additional costs;

2.1.4. Ensure that the Vehicle is operated at all times during the term hereof by qualified drivers and is driven in a competent and reasonable manner for the task fully described in Annex 5;

2.1.5. Ensure that the Vehicle is released for maintenance according to the maintenance Schedule in Annex 2. Service Provider will be informed on regular service 250 kms prior to the servicing mileage and as and when servicing and cleaning of any Vehicles in required. Regular inspections (tyre pressure, tyre condition, Oil levels etc.) will be done by and corrective actions will be taken;

2.1.6. Handle tire punctures, change tires and carry out other minor repairs, where the total value of the repair is lesser than Sri Lanka Rupees 1,500/= per incident.

2.1.7. Endeavour to inform the Service Provider's designated officer forthwith in the event of an accident, incident, loss, damage or theft in respect of the Vehicle;

2.1.8. Ensure that in the event of any accident or incident involving the Vehicle, all necessary formalities are attended to including police statements and notification given to insurers and that all necessary reports documents and notices are submitted expeditiously to the Service Provider to enable the Service Provider to process its insurance claims, repairs or litigation as the case may be.

2.1.9. At the expiry of the Period of Hire or early termination of the Agreement howsoever occasioned, SriLankan Airlines shall notify the Service Provider, the date and location for the return the Vehicle to the Service Provider in the same condition as received by SriLankan Airlines on the Effective Date, fair wear and tear excepted, together with the Insurance Certificate, Licence, and Eco Certificate. Notwithstanding anything contained under this Agreement, SriLankan Airlines shall not be responsible for the condition of the Vehicles due to any maintenance, servicing and repair on the Vehicles carried out by the Service Provider or omitted to carry out by the Service Provider.

2.1.10. In the event SriLankan Airlines does not comply with the requirements of clause 2.1.9, on the return of any of the Vehicles, SriLankan Airlines shall pay the Service Provider additional fees calculated at Sri Lanka Rupees One Thousand (LKR 1000/=) per each day in addition to the normal fees and rates payable as stated in Annex 3 until the return of the Vehicle in accordance to the requirements set forth in Clause 2.1.8

2.1.11. In the event, the Service Provider fails to accept the return of the Vehicle as notified by SriLankan Airlines pursuant to Clause 2.1.9 above, SriLankan Airlines shall not be responsible or liable for the Vehicle(s) or any loss or damage to the said Vehicle(s) in the possession of SriLankan Airlines from the scheduled Return Date.

2.1.12. Not to use the vehicle/s for the purpose of racing, trials or for testing purposes. In the event such prohibited acts take place, SriLankan Airlines shall bear the total cost of damages suffered by the Vehicles (if any).

2.1.13. SriLankan Airlines shall have the right to hire vehicles similar to the Vehicles hired under this Agreement from other service providers, during the Period of Hire.

2.1.14. SriLankan Airlines shall have the right to charge liquidated damages not as a penalty from the Service Provider as set forth under this Agreement for the breach by the Service Provider of its obligations under this Agreement.

2.1.15. at the expiration of the Period of Hire, to deliver up the same to the Service Provider upon notifying the Service Provider at such address as the Vehicles were accepted or such address as the Service Provider may nominate in good order, repair and condition (save and except fair ordinary wear and tear resulting from the proper use thereof alone excepted). SriLankan Airlines shall pay or reimburse the Service Provider on demand for all costs of restoring the Vehicles to such good order and condition. Notwithstanding anything contained under this Agreement, SriLankan Airlines shall not be responsible for any costs in respect of the condition of the Vehicles due to any maintenance, servicing and repair on the Vehicles carried out by the Service Provider or omitted to carry out by the Service Provider. Provided that SriLankan Airlines shall be held responsible for any damages caused to the vehicles in an event SriLankan Airlines have failed produce the vehicles for maintenance in timely manner. If there is a maintenance, repair or service to be done, SriLankan Airlines will inform Service Provider by giving reasonable time frame. Service Provider should collect vehicles from SriLankan Airlines premises and provide replacement vehicles without consuming more time.

2.2.15 SriLankan Airlines may require the Service Provider to provide additional vehicles during the Period of Hire and the Service Provider shall take all attempt to adhere to such requests of SriLankan Airlines.

3. PAYMENT

3.1. The Service Provider shall invoice SriLankan Airlines monthly on an arrears basis in respect of the Vehicles hired by the Service Provider to SriLankan Airlines pursuant to this Agreement at the Monthly Fees specified in Annex 3 of this Agreement.

3.2. The Service Provider shall invoice SriLankan Airlines for the excess Mileage in respect of any of the Vehicles at the end of every month during the contract period commencing from the Effective Date in accordance to the rates set out in Annex 3.

3.3. SriLankan Airlines shall settle all invoices submitted by the Service Provider within forty five (45) days after the receipt of the invoices. Provided however, in the event an invoice relating to fees and rates are disputed, SriLankan Airlines shall pay to the Service Provider the undisputed amount under the invoice within the payment period referred in Clause 3.3 above. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Service Provider's favour, the amount payable to the Service Provider shall be payable within thirty (30) days of the resolution of the dispute.

3.4. SriLankan Airlines shall be entitled to withhold or deduct from any payments due to the Service Provider any sums of money required to be withheld by SriLankan Airlines and/or under any law or regulation for the time being in force and/or pursuant to this Agreement. In the event the amounts to be withheld or deducted exceed the amount payable to SriLankan Airlines at the relevant time, the Service Provider shall pay such amount to SriLankan Airlines within 14 days of demand

3.5. All payments to be paid by SriLankan Airlines to the Service Provider pursuant to this Agreement shall be in Sri Lankan rupees by cheque drawn in favour of the Service Provider as stated in Annex 3.

3.6. The agreed Fees and Rates specified in Annex 3 hereto shall remain fixed for the Period of Hire, unless otherwise agreed to in writing by both Parties.

4. TAXES

4.1. Either Party shall be responsible for payment of any applicable taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislations and/or regulations.

4.2. Nation Building Tax (NBT) and Value Added Tax (VAT) are excluded from the rates and prices set forth in Annex 3 and shall be payable by SriLankan Airlines as per Annex 3.

4.3. SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the Service Provider and/or the Service Provider's employees. Taxes that arise on the income of either Party will be the responsibility of each such Party.

4.4. Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment to due to the Service Provider as per the tax laws of Sri Lanka.

4.5. Personal income tax and corporate income tax of the Service Provider, the Service Provider's employees payable in Sri Lanka shall be borne by the Service Provider.

5. LIABILITY AND INDEMNITY

5.1. The Service Provider shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its directors, officers, agents, employees, in respect of all losses, costs, expenses, claims and

liabilities (including reasonable attorney fees) directly or indirectly, whether or not involving a third party claim, which arise out of or relates to:

5.1.1. an accident, death or injury to any person, passengers or employees or agents of SriLankan Airlines or the Service Provider due to any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not) including the performance of the obligations of the Service Provider and/or the existence of a defect, fault or roadworthy condition of the Vehicles, save and except where such death, injury is due to wilful misconduct or gross negligence of SriLankan Airlines, its directors, officers, agents or employees;

5.1.2. the loss of or damage to any property, property of SriLankan Airlines or property of any of its officers, agents, employees or any third party or the Service Provider, whether arising in contract or in tort, due to any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not); save and except where such loss or damage is due to the wilful misconduct or gross negligence of SriLankan Airlines, its directors, officers, agents or employees;

5.1.3. third party claims in respect of any of the Vehicles, claims in respect to legal ownership of any of the Vehicles or leasing of the Vehicles;

5.1.4. alleged infringement or violation of any laws, regulations or rights of any party by any act or omission of the Service Provider and/or its personnel;

5.1.5. breach of any obligations, representations and warranties, any other covenants by the Service Provider or its personnel or other the inability of the Service Provider to discharge its obligations hereunder.

5.2. The protection of the indemnities to be provided under Clauses 5.1 above shall be deemed to survive the termination of this Agreement howsoever occasioned.

5.3. In no event shall SriLankan Airlines be liable to the Service Provider for any action or claim for punitive, exemplary, special, indirect, incidental or consequential or special loss or damages, loss of profits or lost business opportunities or loss of use of the Vehicles suffered by the Service Provider in any way arising out of or relating to this Agreement.

5.4. In no event shall SriLankan Airlines aggregate liability to the Service Provider in connection with this Agreement, however caused, exceed any amount payable by SriLankan Airlines for the hiring of the Vehicles from the Service Provider under this Agreement save as to the extent the use of the Vehicles by SriLankan Airlines for illegal or immoral purposes.

6. INSURANCE

6.1. Without prejudice to the generality of Clause 5, the Service Provider shall maintain and keep valid at all times at its own cost and expense suitable comprehensive motor vehicle insurances policy covering own vehicle damage and third party coverage in respect of the Vehicles provided under this Agreement including but not limited to cover the following.

I. Death/Bodily Injury Insurance Coverage

(a) Unlimited Third Party Legal Liability insurance covering legal liability for death of or bodily injury to any person including but not limited to the driver, passengers, employees and agents of SriLankan Airlines Limited.

(b) Personal Accident Benefit Insurance Cover (inclusive of Strike, Riot & Civil Commotion and Terrorism) for the licensed seating capacity of the vehicle including the Driver for amount of LKR 200,000 (Rupees Two Hundred Thousand) per seat.

(c) Legal liability for passengers and goods for not less than LKR 500,000 (Rupees five hundred thousand) per person.

II. Third Party Property Damage Liability Coverage

Third Party Legal Liability Cover against Loss of or Damage of any Property including the property belonging to SriLankan Airlines Limited and/or its Employees and agents or any other third party for an amount of not less than LKR. 5,000,000 (Rupees Five Million).

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

6.2. Service provider shall also maintain a workmen's compensation insurance policy covering any service providers employee(s) or representatives involved in performing this contract. The policy shall cover the risks of riot and terrorism. Notwithstanding this clause the Company shall not be liable for any injury / disease / death to the driver or any employee of the Owner howsoever caused.

6.3. Insurance policies referred to in Clause 6.1 and 6.2 above shall be arranged with a reputable insurance company with Island wide coverage that facilitates on the spot claims that is acceptable to SriLankan Airlines Limited

6.4. Waive rights of subrogation or action against SriLankan Airlines or its employees, agents, or persons travelling in the vehicle provided by the Service Provider pursuant to this Agreement in connection with any losses or claim resulting from the performance of services by the Service Provider.

6.5. The Service Provider shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 6.1 and 6.2.

6.6. The insurance coverage required by Clause 6.1 and 6.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6.7. Under no circumstances shall SriLankan Airlines, its directors, officers, Agents or employees be held responsible for any loss of or damage to the vehicle or its accessories or spares except in circumstances due to gross or willful negligence by SriLankan Airlines.

6.8. SriLankan Airlines agrees to ensure that all terms and conditions of the insurance policy are strictly complied with, and in the event of the insurer not meeting any claim or part thereof due to the failure of SriLankan Airlines to comply with the terms and conditions of the said insurance policy, SriLankan Airlines shall indemnify in full the Owner for any loss or damage to the Vehicle/s incurred during the Period of the Hire.

7. NON PERFORMANCE

7.1. In the event the Service Provider fails to discharge or perform its obligations under this Agreement, SriLankan Airlines may at its discretion and without prejudice to any other rights it has under this Agreement, take any action and whatever steps necessary in order to claim the cost of all remedial action from the Service Provider.

7.2. It shall be lawful to SriLankan Airlines to claim from the Service Provider any costs, rentals, fines, penalties, charges imposed on or incurred by SriLankan Airlines as result of the Service Provider's failure to discharge or perform its obligations under this Agreement. Provided however that the above shall be without prejudice to the remedies/relief/rights available to SriLankan Airlines elsewhere in this Agreement.

8. TERM AND TERMINATION

8.1. This Agreement shall commence on …… (hereinafter referred to as **"Effective Date"**) and continue to be valid for a period of ……until the [……], unless terminated earlier (hereinafter referred to as **"Period of Hire"**)

8.2. Notwithstanding anything to the contrary stated herein, SriLankan Airlines shall have the right to terminate this Agreement in whole or in part, without penalty or without assigning any reasons whatsoever by giving the Service Provider 30 days' prior written notice of termination of this Agreement in respect of any of the Vehicles hired hereunder. Such termination shall take effect on the expiry of such notice period. In the event such termination notice is issued in respect of one or more number of Vehicles only, this Agreement shall continue in respect of the remaining number of Vehicles hired under this Agreement.

8.3. Notwithstanding anything to the contrary stated herein, either Party may terminate this Agreement forthwith by written notice in the event of:

8.3.1. breach of this Agreement by the other Party and such breach is not remedied by the other Party within 30 days of receipt of notification for remedy or immediately, if such breach is incapable of remedy; or
8.3.2. bankruptcy, liquidation or appointment of a receiver in respect of the other Party; or
8.3.3. the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade; or
8.3.4. the Service Provider ceases to have the legal entitlement to hire any of the Vehicles to SriLankan Airlines or loses the ownership to the Vehicles at any time during the Period of Hire or Service Provider license to operate its' business is revoked/cancelled/seized.

8.4. SriLankan Airlines shall have the right to terminate this Agreement upon providing 14 days written notice to the Service Provider in the following circumstances:

8.4.1. if the Service Provider is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;
8.4.2. repeated breach of this Agreement by the Service Provider despite such breach are remedied by the Service Provider;
8.4.3. if SriLankan Airlines ceases to operate its business or its license to operate the airline business) is revoked/cancelled/seized.

8.5. The termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to the accrued rights and liabilities of either Party prior to the date of termination or expiration of this Agreement.

8.6. On the termination or expiration of this Agreement or the hire of the Vehicle(s) hired hereunder howsoever occasioned, or on the non-renewal of this Agreement, the Service Provider shall not be entitled to make any claim on SriLankan Airlines for compensation whatsoever or further costs, fees, loss or damage in respect of goodwill or consequential or special damages, loss of profits or revenue claimed to have been suffered by the Service Provider (including its agents, employees and representatives) as a result of this Agreement save and except their legal claim (if any) hereunder.

8.7. The Service Provider may terminate the hire of any of the Vehicles to SriLankan Airlines hereunder immediately upon written notice to SriLankan Airlines, in the following circumstances:

a) Use of the Vehicles by SriLankan Airlines for illegal or immoral purposes.

8.8. In the event this Agreement is terminated pursuant to this Agreement by either Party, SriLankan Airlines shall pay to the Service Provider the Rates and Fees for the Vehicles hired by the Service Provider to SriLankan Airlines pursuant to this Agreement, calculated pro-rata up to the date of termination of the Agreement less any monies to be deducted pursuant to this Agreement. The Service Provider shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Service Provider (including its agents, employees and representatives) as a result of this Agreement. No payment whatsoever shall be payable by SriLankan Airlines to the Service Provider or any of the employees of the Service Provider apart from payment due to the Service Provider as provided under Clause 8.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1. Subject to the rights of SriLankan Airlines under Clause 2 of this Agreement the Parties may not assign or sub contract rights or obligations under this Agreement without the prior written approval of the other. Any assignment or sub-contracting of rights in contrary to the above clause shall be null and void against the non-assigning or non-subcontracting party as of the date of the purported assignment or sub-contracting. The assignment or sub-contracting of rights and obligations by the Service Provider shall not increase obligations of SriLankan Airlines or diminish the rights of SriLankan Airlines.

9.2. The sub-contracting by either Party of its obligations under this Agreement shall not relieve the subcontracting Party from liability or obligation under this Agreement and shall be responsible for the subcontracted work and the acts, defaults and negligence of the subcontractor, his agents, employees or workmen, as fully, as if they were the acts, defaults or negligence of the subcontracting Party.

10. FORCE MAJEURE

10.1. In the event that either Party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order which it could not be reasonably be expected to foresee or avoid (excluding, however, strikes, lockouts or other labour troubles), then the performance of its obligations in so far as they are affected by such force majeure cause shall be excused during the continuance of any inability so caused. Such force majeure cause(s) shall however as far as possible be remedied by the affected Party with all reasonable dispatch. However, it is hereby stated that in the event the Service Provider is unable to provide the Service pursuant to this Agreement in a situation enumerated above, the payment to be made pursuant to Clause 3 hereof shall be proportionately reduced taking into account the Fees and Rates set out in Annex 3.

10.2. Notwithstanding the above each Party shall give the other Party, as soon as possible, notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally, it shall be followed immediately in writing. Unless otherwise directed by the non-affected Party in writing, the affected Party shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event If the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate this Agreement immediately by giving 14 days' written notice to the affected Party.

11. NO PARTNERSHIP; INDEPENDENT CONTRACTOR

11.1. Nothing contained in this Agreement and no activity by either Party in the performance hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of its officers, directors, employees, an agency or representative, employer-employee relationship or a partnership, joint venture or association, nor shall this Agreement or any activity by either Party hereunder create or be deemed to create any express or implied right, power or authority of either Party to enter into any agreement or commitment, or to incur any liability or obligation, on behalf of the other Party; it being understood and agreed that each Party is and shall remain an independent contractor with respect to the other.

12. REPRESENTATION AND WARRANTIES

12.1. Each of the Parties hereto represents and warrants that:

I. it has the corporate power and authority to enter into this Agreement;

II. it has obtained all necessary licenses, approvals and consents to enter into this Agreement and discharge the obligations set out herein in the manner set out herein;

III. it will comply with all representations, obligations, covenants and agreements and perform all of its obligations and responsibilities herein contained and comply with all applicable laws in the exercise of its rights and the performance of its obligations hereunder.

12.2. The Service Provider represents and warrants that it owns the Vehicles or has the legal right to hire these Vehicles to SriLankan Airlines pursuant to the terms of this Agreement, and that such Vehicles are not subject to any liens whatsoever.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to jurisdiction of the courts in Sri Lanka.

13.2. Any dispute, controversy, or claim relating to this Agreement or the breach, termination or in-validity thereof, shall be first settled amicably. All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

14. GENERAL

14.1. The rights and remedies of SriLankan Airlines against the Service Provider for the breach of any conditions and for any obligations undertaken by the Service Provider shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance by SriLankan Airlines.

14.2. Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

14.3. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

14.4. This Agreement including Annex 1, 2, 3 ,4 and 5 contains the entire agreement and understanding between the Parties and shall supersede all prior agreements, whether written or oral between the Parties hereto concerning the subject matter hereof. The terms and conditions of this Agreement shall not be altered or varied or modified otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Service Provider.

14.5. Except as otherwise required in the Agreement, all notices, requests, demands, or other communications required or pursuant to this Agreement to be served or given by either Party to the other shall be in writing and in the English language and shall be sent or delivered personally or sent by registered mail, or by facsimile or email transmission in the case of SriLankan Airlines and the Service Provider to the designated officer and address set out in Annex 4 and to the address or address as either Party shall specify from time to time by written notice to the other. A Party to this Agreement must notify the other Party of any changes to the address or any of the other details specified under Annex 4 provided, however, that such notification shall only be effective on the date specified in such notice or five (5) working days after the notice is given, whichever is later

14.6. Neither failure nor delay on the part of SriLankan Airlines to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by SriLankan Airline of any right, remedy, power or privilege preclude any other or further exercise of the same of any other right, remedy, power or privilege, nor shall any waiver by SriLankan Airline of any right, remedy, power or privilege with respect to any occurrence or the breach of any condition and obligations undertaken by the Service Provider under this Agreement be construed as a waiver thereof with respect to any other occurrence. A waiver by SriLankan Airlines of any breach or default by the Service will not be construed as a continuing waiver of the same or any other breach or default under the Agreement.

14.7. Intellectual Property Rights:

(a) SriLankan Airlines does not grant the Service Provider 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 except as expressly authorised in writing by SriLankan Airlines and the Service Provider 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 Period of Hire hereof only with the express written consent of the SriLankan Airlines.

(b) The Service Provider shall comply with any and 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 this Agreement, the Service Provider 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' copies or materials containing such intellectual property rights.

14.8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.9. Time is of essence in the performance each and every obligations of the Service Provider.

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

14.11. The Service Provider 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 Confidential Information received by it from SriLankan Airlines in connection with or in the course of performance of this Agreement. The Service Provider 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 this 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 Service Provider 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 Service Provider shall be liable for failure of any of its officers, directors, employees, agents and representatives to comply with this Clause 15.11 of this Agreement.

14.12. Termination or expiration of the Agreement for any reason:

(i) shall not relieve either Party of any rights and obligation which expressly or by implication survives termination (including Clause 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13);

(ii) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, will not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of its obligations as to portions of the obligations already performed.

15. DEFINITIONS

15.1. In this Agreement, unless otherwise specified, the expressions set forth below have the meanings set opposite them when such expressions are used in this Agreement:

(i) **"Agreement"** means this Agreement and Annex 1, 2, 3 , 4 and 5 duly executed by the Parties;

(ii) **"Place of Collection"** means the location as informed by SriLankan Airlines to the Service Provider that the Vehicle shall be made available to SriLankan Airlines to be collected from the Service Provider;

(iii) **"Return Date"** means the date as informed by SriLankan Airlines that the Vehicle shall be returned to the Service Provider;

(iv) **"Place of Return"** means the location as informed by SriLankan Airlines to the Service Provider that the Vehicle shall be returned to the Service Provider.

15.2. In this Agreement unless the context otherwise requires:

i) headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and the construction of any of the provisions herein contained;

ii) references to any enactments, legislations shall include references to such enactments, legislations as re-enacted, amended, modified or extended and any sub-ordinate legislation made under it;

iii) references to one gender include all genders and the singular includes the plural and vice versa;

iv) A warranty, representation or obligation of more than one person binds them jointly or severally;

v) references to persons include includes natural persons, companies, corporations or any other juristic person or other corporate entity, partnerships, associations, and other organizations whether or not having a separate legal personality;

vi) "including" means "including without limitation" and shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

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

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED	
…….	……
Name :	Name :
Designation :	Designation :
Witness :	Witness :
…….	……
Name :	Name :
Designation :	Designation :

ANNEX 1

SUBSTITUTION OF VEHICLES

1. The service provider shall provide the vehicle specified and inspected during the Tender process without substitution throughout the Agreement period.

2. In the event the service provider wishes to substitute a vehicle during the Agreement period, they shall submit a written request to SriLankan Airlines Ltd for approval providing adequate notice of one month period minimum for the planned substitution. This request must include detailed information about the proposed substitute vehicle, including make, model, year, and any other relevant specifications.

3. Any proposed substitution must meet or exceed the specifications outlined in the tender documents. Acceptance or denial of the substitution request will be communicated by SriLankan Airlines in writing upon inspection of the Vehicle.

4. Failing to meet the specifications and standard outlined by SriLankan Airlines would lead to non-performance and eventual Termination of Agreement with no liability to SriLankan Airlines Ltd. Any payments due to the Service Provider will be held until the amounts are mutually agreed upon during the termination process.

5. If the service provider substitutes a vehicle without providing adequate notice and/or obtaining prior written approval from SriLankan Airlines after inspection, it shall be considered a breach of contract. SriLankan Airlines reserves the right to take appropriate actions, including but not limited to contract termination, financial penalties, recovering additional charges incurred or any other remedies available under the circumstances. Minimum penalty of one month's rental will be charged for the disruption caused to SriLankan Airlines Ltd.

6. Above does not apply to temporary replacement vehicles provided to SriLankan Airlines in the event of breakdown, repair/service, or accident of the original vehicle.

ANNEX2

SPECIFICATIONS OF THE VEHICLES

(1) Vehicle Registration

(2) Year of Manufacture:

(3) Make / Model of the vehicle & Country of Manufacture:

(4) Class of vehicle:

(5) Vehicle type:

(6) Body Color:

(7) Status when Registered:

(8) Engine capacity & Fuel Type:

(9) Transmission type:

(10) Mandatory Features.

- …….

- ……
- ……

(11) Vehicles should be first registered in Sri Lanka either in the name of the Service Provider or in the name of the absolute owner of the vehicle.

ANNEX 3

MAINTENANCE SCHEDULE

[SAMPLE ONLY]

Please indicate the Service Station & Service Date for the Service Records.

- **SERVICING**

SERVICE SCHEDULE

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Engine Oil	C	R	R	R	R	R	R	R	R	R	…
2	Engine oil Filter	C	R	R	R	R	R	R	R	R	R	…
3	Engine Coolant	C	C	C	C	C	C	C	C	R	C	…
4	Spark Plugs	C	C	C	C	R	C	C	C	R	C	…
5	Air Cleaner Filter	C	C	C	C	R	C	C	C	R	C	…
6	Fuel Filter	C	C	C	C	C	C	C	C	R	C	…
7	Power Steering Fluid	C	C	C	C	C	C	C	C	R	C	…
8	Brake Fluid	C	C	C	C	C	C	C	C	R	C	…
9	Brake Inspection	C	C	C	C	C	C	C	C	C	C	…
10	Transmission Oil (Auto)									R		…
11	Differential Gear Oil					C				R		…
12	….											…
…												

C-Check/Inspect R-Replace

SERVICE RECORD

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Engine Oil											…
2	Engine oil Filter											…
3	Engine Coolant											…
4	Spark Plugs											…
5	Air Cleaner Filter											…
6	Fuel Filter											…
7	Power Steering Fluid											…
8	Brake Fluid											…
9	Brake Inspection											…
10	Transmission Oil (Auto)											…
11	Differential Gear Oil											…
12	….											…
…												

-The Lubricating Service needs to be done in every 5000km or six months period whichever occurs first. - There should be a service centre in Colombo.

- **CLEANING**

CLEANING SCHEDULE

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Interior				P							…
2	Exterior									P		…
3	Engine									P		…
…												

P-Perform

CLEANING RECORD

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Interior											…
2	Exterior											…
3	Engine											…
…												

Note: interior Cleaning is due in every six months

- **AIR CONDITION SERVICE**

AIRCONDITION SERVICE SCHEDULE

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Routine Service							P				…
2	Detailed Service									P		…
…												

P-Perform

AIRCONDITION SERVICE RECORD

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Routine Service											…
2	Detailed Service											…
…												

Note: Auto Air-condition Service is due in every one year

- **TYRE REPLACEMENT**

TYRE REPLACEMENT SCHEDULE

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Tyres & Inflation Pressure	C										…
2	Tyre Rotation			P		P		P		P		…
3	Tyre Replacement						P					…
4	Wheel Alignment		P	P	P	P	P	P	P	P	P	…
…												

C- Check/Inspect P-Perform

TYRE REPLACEMENT RECORD

DATE:

MAKE & BRAND OF THE REPLACED TYRE:

No.	Odo metre reading (in 1000 km)	1	5	10	15	20	25	30	35	40	45	…
1	Tyres & Inflation Pressure											…
2	Tyre Rotation											…
3	Tyre Replacement Front Wheels Rear Wheels Spare Wheels											…
4	Wheel Alignment											
…												

Notes:

1. Tyres replacement has to be done with Brand New Tyres of a reputed brand and should be in pairs i.e. Front or Rear or Both
2. Tyre replacement should be done in a timely manner and should be done before the existing tyres get bald.
3. Wheel Balancing after every Tyre Replacement

Note: For all above Services:

Spares Replacement should be done with the Manufacturer's Original or Compatible spare parts. IF found not done in accordance with this SriLankan Airlines shall the replace the part and deduct the cost from the next rental.

REPAIRS RECORD

GARAGE:

DATE:

REASON FOR THE REPAIR:

REPAIRS DONE:

- Engine overhaul diesel and petrol
- Auto spray painting
- Tinkering
- Auto electrical repair
- Spray printing
- Upholstering works
- Spares Replacement should be done with the Manufacturer's Original or Compatible spare parts only. IF found not done accordance with this the vehicle shall be return to get the same done.

Note: In the case of theft of parts, badges, accessories, etc. of the Vehicle, the same should be replaced.

ANNEX 4

SCHEDULE OF RATES AND FEES

Rates & Fees

1.1 SriLankan Airlines shall pay the Service Provider a rental of Sri Lankan Rupees ..... (exclusive of taxes) subject to.....for hiring of the Vehicles, on a monthly basis ("Monthly Fees") for the Period of Hire.

Excess Rates

1.2 SriLankan Airlines shall pay the Service Provider Sri Lanka Rupees..... (exclusive of taxes) subject to ……. for each additional kilometers in excess of the Mileage for any given month in respect of any of the Vehicles hired under this Agreement. Notwithstanding anything contained under this Agreement all additional kilometres in excess of the Mileage per each Vehicle will be invoiced by the Service Provider at the end of every month during the contract period commencing from the Effective Date.

Bank Details

1.3 All payments to be made hereunder by SriLankan Airlines to the Service Provider shall be by a way of a cheque drawn in favour of the Service Provider to the following Bank Account:

Payee - ……

Name of the bank - ……

Account Number - ……..

ANNEX 5

NOTICES

1.1 All notices to be sent by the Service Provider to SriLankan Airlines as set forth under Clause 14.5 of the Agreement shall be as follows:

In the case of SriLankan Airlines to :

Operational matters -

Niwantha Jayasundara
Logistics Department (Transport Section), SriLankan Airlines Ltd,
Bandaranaike International Airport,
Katunayake
Tel: 0197332760
E-mail: niwantha.jayasundara@srilankan.com

Contract matters -

Nimna Udunuwara
Commercial Procurement Department
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake
Tel: 0197992650
E-mail: nimna.udunuwara@srilankan.com

Invoicing & Payment matters –

Snr. Manager Financial Services
Financial Services Department,
SriLankan Airlines Ltd
Airline Centre,
Bandaranaike International Airport,
Katunayake.
Tel: 0197332702
E-mail: mahesh.nanayakkara@srilankan.com
Attention: Mahesh Nanayakkara

In the case of the Service Provider to :
Name:
Company name:
Company Address:
Tel:
E-mail:

1.2 A notice shall become effective as follows:

i) In the case of personal delivery, on delivery
ii) In the case of delivery by Courier, three days after posting;

iii) In case of registered mail, five days upon sending the mail;
iv) In the case of Facsimile, twenty-four (24) hours after confirmed transmission, unless such transmission was outside of normal business hours/business days or on public holiday, on the time of resumption of normal business hours;
v) In the case of email upon successful delivery, unless such delivery was outside of normal business hours/business days or on public holiday, on the time of resumption of normal business hours