

**TENDER FOR THE HIRING OF VANS FOR  
SRILANKAN AIRLINES**

**TENDER NO: 201632043**



Dear Sir/Madam

**TENDER No: 201632043**

**INVITATION TO TENDER FOR HIRING OF VANS FOR SRILANKAN AIRLINES**

SriLankan Airlines hereby invites tenders for hiring of vans period of five years with an option to extend thereafter.

The tender document is attached herewith. **Technical proposals** should be submitted in a **separate sealed envelope** and **financial proposals** should be submitted in **another separate sealed envelope** with the tender number and the proposal type (technical or financial) clearly marked on the top left hand corner of each envelope addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 1030 hours (Sri Lankan time: GMT +0530) on 07/03/2017.

The Tender Acknowledgement form attached to the document must be completed and returned by fax to +94 (0) 19733 5225 or e-mail to [chintana.devapriya@srilankan.com](mailto:chintana.devapriya@srilankan.com) within three (03) days after receiving this document.

All Tenders shall require a minimum refundable bid bond of LKR 25,000. Tenderers shall enclose this deposit with their tender in the form of an unconditional irrevocable bank guarantee drawn at sight in favour of SriLankan Airlines Limited, valid for thirty (30) days beyond the validity of the bid. Bid bond is required to submit with the Technical Proposal.

Any inquiry/clarification about the Tender should be e-mailed to [chintana.devapriya@srilankan.com](mailto:chintana.devapriya@srilankan.com) or Tel: +94 (0) 19733 2773 to reach on or before 24/02/2017.

**Only the Technical proposals** will be opened at **1100 hrs** on **07/03/2017** at Commercial Procurement Department, Airline Centre, BIA, and Katunayake, Sri Lanka. Bidders who choose to attend are expected to be in the premises 15 minutes prior to opening of tender. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening.

Yours faithfully,

**COMMERCIAL PROCUREMENT MANAGER (GENERAL)  
SRILANKAN AIRLINES LTD.**

TENDER ACKNOWLEDGEMENT FORM

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IMPORTANT

**ALL BIDDERS SHALL COMPLETE AND RETURN THIS FORM WITHIN 3 DAYS OF RECEIPT/DOWNLOADING OF THE TENDER DOCS**

Receipt of your **Tender No 201632043** is hereby acknowledged

You may expect to receive our proposal on or before.....  
.....  
.....  
.....

We do not intend to submit a proposal because .....  
.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

TENDER APPLICATION FORM.		REFERENCE NO : 201632043	
<b>DESCRIPTION</b> Hiring of vans for SriLankan Airlines Draft Agreement and Specifications : As per ANNEX 4 and SCHEDULE B			
<b>DELIVERY/ COMPLETION DATE</b>	<b>APPLICATION CLOSING DATE</b>	<b>BID BOND</b>	<b>RATES OF LIQUIDATED DAMAGES PER DAY.</b>
As per contract	07 March 2017 before 1030 Hours	LKR 25,000/=.	As per contract.
Bidder shall upon election be deemed to accept terms and conditions printed on this form and all other attachments herewith.			
<b>COMMERCIAL PROCUREMENT MANAGER (GENERAL)</b>			
APPLICANT'S NAME & ADDRESS :			
I / We accept the terms & conditions as laid down on this form and all other attachments herewith.			
..... <b>SIGNATURE &amp; COMPANY SEAL :</b>		..... <b>DATE :</b>	

**COMMITMENT ON ETHICAL MANUFACTURING PRACTICES**

Tender No: .....

Hiring of .....

We, .....  
(Company Name) having our registered address  
at.....

.....  
hereby wish to certify that we and our sub-contractors have conformed to ethical manufacturing practices broadly specified below in manufacturing and supplying goods under the above mentioned Tender to SriLankan Airlines.

- Legal Compliance: Compliance with all applicable legal requirements related to business operations, labour, product quality and environmental protection.
- Ethical Labour : \_Nonuse of child labour, non-use of forced, bonded, prison or illegal labour and non-discrimination or harassment against individuals
- Health and Safety: Provide the workers with a safe working environment, including prevention of exposure to chemical, biological and physical hazards,

We hereby consent to provide SriLankan Airlines any further information as evidence of adherence to above mentioned ethical manufacturing practices, and agree to provide similar certification of ethical manufacturing practices from time to time. We also consent to provide opportunities to inspect our manufacturing facilities to examine our compliance levels with above standards, if requested by SriLankan Airlines.

We hereby acknowledge that SriLankan Airlines reserves the right to terminate the contract for supply of goods under this tender, and/or blacklist our Company from conducting business with SriLankan Airlines, if there is evidence to the effect that we have misrepresented our compliance levels with regard to the above mentioned ethical practices.

Signed on this ..... day of ..... in  
.....

Name:

Designation:

Company Name :

## INSTRUCTIONS TO BIDDERS

### 1.0 **INTRODUCTION**

#### 1.1 **Scope**

1.1.1 SriLankan Airlines Limited (herein after called and referred to as SriLankan Airlines) wishes to receive bids for the hiring of vans for SriLankan Airlines.

1.1.2 All bids are to be completed and returned to SriLankan Airlines in accordance with these Instructions to Bidders.

#### 1.2 **Period which service is required**

1.2.1 The services are required for a period of five years from the date of award of the tender.

#### 1.3 **Cost of bidding**

1.3.1 The bidders shall bear all costs associated with the preparation and delivery of its bid and SriLankan Airlines shall in no case be responsible or liable for those costs.

### 2.0 **THE BIDDING DOCUMENTS**

#### 2.1 **Bidding Documents**

2.1.1 The services required, bidding procedure and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:

- Tender acknowledgement form
- Tender application form
- Instructions to Bidders
- Bid Bond – Format (ANNEX 3)
- Performance Bond Format (ANNEX 3)
- Draft Articles of Agreement (ANNEX 4)
- Vendor Information Form (ANNEX 5)
- Business continuity planning (ANNEX 6)
- Offer sheet (“SCHEDULE A”)
- Specifications (“SCHEDULE B”)

2.1.2 The bidder is expected to examine all instructions, forms and terms in the bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect on the date and at the time of closing bids, may result in the rejection of the bid.

#### 2.2 **Clarification of Bidding documents if required**

2.2.1 Any prospective bidder requiring any further information or clarification of the bidding documents may notify SriLankan Airlines in writing/e-mail or by fax at SriLankan Airlines' mailing address to the attention of the:

Commercial Procurement Manager (General)  
Commercial Procurement Department SriLankan Airlines Ltd.  
Airline Centre  
Bandaranaike International Airport Katunayake.  
Tel. No: 019733 2773  
Fax: 019733 5225  
E-mail: [chintana.devapriya@srilankan.com](mailto:chintana.devapriya@srilankan.com)

SriLankan Airlines will respond in writing to any request for information or clarification of the bidding documents if received not later than five (05) days prior to the deadline for submission of bids prescribed by SriLankan Airlines. Written copies of SriLankan Airlines' response including an explanation of the query will be sent to all prospective bidders who have received the bidding documents, not later than 02 days prior to closing of bids.

## 2.3 **Amendment of Bidding Documents**

2.3.1 At any time prior to the deadline for submission of bids, SriLankan Airlines may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

2.3.2 The amendment shall be an annexure to the bidding documents, will be notified in writing/e-mail or by fax to all prospective bidders who have received the bidding documents, and will be binding on them.

2.3.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, SriLankan Airlines may at its discretion, extend the deadline for the submission of bids.

## 2.4 **Language of Bid**

2.4.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and SriLankan Airlines, shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case for purpose of interpretation of the bid, the English translation shall govern.

## 3.0 **PREPARATION OF BIDS**

### 3.1 **Documents comprising the Bids**

3.1.1 The bid prepared by the bidder shall comprise the following documents duly completed (with supplementary sheets if necessary to furnish all particulars required).

- a) Tender application form
- b) Bid Bond
- c) Vendor Information Form
- d) Business continuity planning
- e) Technical Proposal – containing required details as per the specifications – ( refer point 3 of SCHEDULE B )
- f) Offer should be in compliance with the scope/specifications mentioned.
- g) Financial Proposal containing the offer sheet - SCHEDULE A

3.1.2 Tender figures written in pencil or erasable ink shall render the tender invalid.

3.1.3 Erasing or altering essential details unless initialed in the tender application shall invalidate the tender.

## 3.2 **Bid Prices**

3.2.1 Prices quoted by the bidder shall remain fixed and valid until the completion of the contract period and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected unless otherwise specifically allowed for in the price schedule and the bidding documents.

3.2.2 The bidder shall submit offers for all of the services stated herein.

3.2.3 Offers should be sent for a contract period of 05 years.

## 3.3 **The bidder shall also provide with the Technical Proposal**

- (a) Corporate documents of the bidder eg: Memorandum and Articles of Association, Partnership Agreement or such other relevant documents.
- (b) Certificate of Incorporation and/or Business Registration Certificate or such other relevant documents of the bidder.
- (c) The audited financial statements of the bidder for the last financial year.
- (d) Company profile of the bidder (market, ownership, directors)
- (e) List of clients of the bidder with contact details (recommendation letters from the clients)
- (f) Staff strength of the bidder (own/subcontracted, number of staff assigned to each client)
- (g) Bid bond

## 3.4 **Bid Bond**

3.4.1 (a) The bidder shall furnish a bid bond amounting to LKR 25,000/=

(b) A bid not accompanied by a bid bond as required in 3.4.1 (a) may be disqualified by SriLankan Airlines.

3.4.2 The bid bond shall be denominated in the currency of the bid and shall be valid for thirty (30) days beyond the validity of the bid. It shall be in the following for:

Bank guarantee issued by a reputable bank in Sri Lanka to enable it to be drawable in Sri Lanka in the form provided in **ANNEX 2**.

3.4.3 In the event the validity period of the bid is extended pursuant to clause 3.5 the validity period of the bid bond too shall be extended to be valid for a period of 30 days after the expiry of the validity period of the bid.

3.4.4 Any unsuccessful bidder's bid bond will be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty five (35) days after the expiration of the period of bid validity.

3.4.5 The successful bidder's bid bond as the case may be, will be discharged/returned upon the bidder's executing the contract, pursuant to Clause 8 and furnishing the performance security pursuant to Clause 9.



- 3.4.6 The bid bond deposit may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified in the bid form.
  - (b) In the case of a successful bidder, if the bidder fails,
    - (i) to sign the contract in accordance with Clause 8 and/or
    - (ii) to furnish the performance bond in accordance with Clause 9.

### **3.5 Period of Validity of Bids**

3.5.1 Bids shall remain valid for a period of hundred and twenty (120) days after the date of bid closing prescribed by SriLankan Airlines, pursuant to Clause 4.2.

3.5.2 Notwithstanding Clause 3.5.1 above, SriLankan Airlines may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing /e-mail or by fax.

## **4.0 SUBMISSION OF BIDS**

### **4.1 Sealing and Marking of Bids**

4.1.1 The bidder shall seal the Technical and Financial bids separately in inner two envelopes duly marking the two inner envelopes as "Technical proposal" and "Financial proposal". The two separate inner envelopes should then be sealed in an outer envelope.

4.1.2 The inner and outer envelopes shall:

- (a) be addressed to SriLankan Airlines at the following address :

Commercial Procurement Manager (General)  
Commercial Procurement Department  
SriLankan Airlines Ltd.  
Airline Centre  
Bandaranaike International Airport Katunayake.

- (b) bear the words "**Tender No 201632043** for the hiring of vans for SriLankan Airlines", and the words "**DO NOT OPEN BEFORE MARCH 07, 2017**"

In addition to the information required in sub clause (a) and (b) above, the inner envelopes only shall indicate the name and address of the bidder to facilitate the return of the bid bond.

### **4.2 Deadline for submission of Bids**

**4.2.1** The "Technical Proposal", together with the "Financial Proposal" must be received by SriLankan Airlines at the address specified in Clause 4.1.2., not later than **1030 Hrs on MARCH 07, 2017.**

4.2.2 SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 2.3 in which case all rights and obligations of SriLankan Airlines and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **4.3 Late Bids**

4.3.1 Any bid received by SriLankan Airlines after the deadline for submission of bids prescribed by SriLankan Airlines pursuant to Clause 4.2 shall be rejected.

#### **4.4 Modifications and withdrawal of Bids**

4.4.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by SriLankan Airlines prior to the deadline prescribed for submission of bids.

4.4.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 4.1. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

4.4.3 Subject to Clause 5.3 and 11.1 no bid may be modified subsequent to the deadline for submission of bids.

4.4.4 No bid may be withdrawn 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 form.

### **5.0 BID OPENING AND EVALUATION**

#### **5.1 Opening of Bids**

5.1.1 The bids will be opened by SriLankan Airlines.

#### **5.2 Clarification of Bids**

5.2.1 To assist in the examination, evaluation and comparison of bids, SriLankan Airlines may, at its discretion, ask the bidder for clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted under this section.

#### **5.3 Preliminary Examination**

5.3.1 SriLankan Airlines will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

5.3.2 Arithmetical errors will be rectified on the following basis.

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected.

5.3.3. Prior to the detailed evaluation, SriLankan Airlines will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviation. SriLankan Airlines' determination of a bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

5.3.4. A bid determined as not substantially responsive will be rejected by SriLankan Airlines and may not subsequently be made responsive by the bidder by correction of the nonconformity. SriLankan Airlines may however waive any minor non-conformity or irregularities in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative conformity of the other bids.

5.3.5. If a bidder deviates from the methods of payments stipulated by SriLankan Airlines, the bid would not be considered responsive.

#### 5.4 **Contacting SriLankan Airlines**

5.4.1 Subject to Clause 5.2 no bidder shall contact SriLankan Airlines on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

5.4.2 Any efforts by a bidder to influence SriLankan Airlines in SriLankan Airlines' decisions in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bidder's bid.

#### 5.5 **SriLankan Airlines' Right to Accept any Bid and to Reject any or all Bids**

5.5.1 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 award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the ground for SriLankan Airlines' action.

5.5.2 SriLankan Airlines is not bound to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.

### 6.0 **POST-QUALIFICATION OF BIDS**

6.1.1 SriLankan Airlines will determine to its satisfaction whether the bidder selected as having submitted the acceptable responsive bid is qualified to satisfactorily perform the contract.

6.1.2 The determination will be based upon an examination of the documentary evidence of the bidder's qualifications, submitted by the bidder, as well as such other information as SriLankan Airlines deems necessary and appropriate.

6.1.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

6.1.4 SriLankan Airlines will award the contract to the successful bidder whose bid has been determined to be the acceptable responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

### 7.0 **NOTIFICATION OF AWARD**

7.1.1 SriLankan Airlines will notify the successful bidder in writing by email, registered letter or by facsimile, to be confirmed in writing by registered letter, that its bid has been accepted and on which basis the bid has been accepted.

7.1.2 The bid read together with the notification of award will constitute the permeation of a contract, until the contract has been executed pursuant to clause 8

## 8.0 **SIGNING OF CONTRACT**

8.1.1 Upon receipt of the performance bid, SriLankan Airlines will send the successful bidder the contract form provided in those bidding documents, incorporating all agreements between the parties.

8.1.2 Within fifteen (15) days of receipt of such contract form, the successful bidder shall affix stamps (at his cost) sign, date the contract, and return it to SriLankan Airlines.

8.1.3 Failure of the successful bidder to furnish the performance bond in terms of Clause 9 of the contract shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the bid bond in which event SriLankan Airlines may make the award to the most responsive acceptable bid or call for new bids.

## 9.0 **PERFORMANCE BOND**

9.1.1 Within thirty (30) days of the receipt of notification of award from SriLankan Airlines, the successful bidder shall furnish the performance bond, in accordance with the conditions of contract in the performance bond form set out in **Annex 3** provided in the bidding documents or another form acceptable to SriLankan Airlines, in the amount of five percent (5%) of the total contracted value. The Tenderer should ensure the bank guarantee is renewed annually and failing which no payment will be made for the services rendered until such time such bank guarantee is submitted.

## 10.0 **MISCELLANEOUS**

10.1.1 Tender figures written in pencil or erasable ink shall render the tender invalid.

10.1.2 Erasing or altering essential details unless initialed in the tender application shall invalidate the tender.

## 11.0 **SPECIAL INSTRUCTION TO THE BIDDERS**

11.1 The tenderer shall sign and affix his official stamp on the tender application form and in the summary of the tender. Failure to do so shall invalidate the tender.

11.1.1 Every notice to be given to a tenderer shall be posted to the tenderer's address given in the tender application and such posting shall be deemed good service of such notice.

11.1.2 Each tender submission must be made together with the enclosed SriLankan Airlines Ltd., offer sheet (Please refer SCHEDULE A) duly completed. Detailed description of each service specification and tender price is to be clearly stated on a separate sheet bearing the tenderer's official letterhead and stamped and endorsed by the tenderer.

11.1.3 Application for tender by the tenderer constitutes acceptance by the tenderer of all terms and conditions printed on this form and all other attachments herewith.

11.1.4 SriLankan Airlines shall after notification in writing to the successful bidder be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associate company of SriLankan Airlines.

11.1.5 SriLankan Airlines reserves the right to negotiate with the bidder after the submission of tenders with regard to changes in the scope and cost of the contract.

11.1.6 The award of the tender shall be subject to such additional terms and conditions as may be agreed upon between SriLankan Airlines and the tenderer.

**BID BOND**

WHEREAS .....of .....(Hereinafter referred to as “ The Bidder”) will be submitting a written Bid to SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake.Srilanka, for the supply of .....(Hereinafter referred to as the “Bid” )

AND WHEREAS it is one of the conditions of the said Bid that the Bidder should furnish a Bank Guarantee drawable in SriLanka in the sum of ..... (.....) in respect of the above referred to Bid.

AND WHEREAS the Bidder has requested.....(The Bank)..... to furnish the requisite Bank Guarantee and whereas .....(The Bank).....has agreed to furnish same.

The .....(The Bank) .....Hereinafter called the “Bank”) a banking corporation incorporated in .....and having its registered office at .....(Address of Business) .....in consideration of the Bid as aforesaid and other good and valuable consideration hereby guarantees, undertakes, binds and obliges itself to pay SriLankan Airlines on demand sum or sums not exceeding ..... (.....) or its equivalent in respect of the Bid. The bank hereby confirms that payment under this guarantee will not be denied by reference to the beneficium excussionis sue ordinis and/or any other benefits privileges and exceptions to which sureties are by law entitled.

The obligation of the Bank hereunder shall be unconditional and irrevocable and shall not be amended or affected by any indulgence or forbearance of SriLankan Airlines Limited in connection with the said Bid.

If the Bidder shall have the Bid accepted and shall enter into a contract with SriLankan Airlines Limited and furnish the required bond Guaranteeing the faithful performance of the contract then this guarantee shall be void otherwise to remain in full force and effect.

This Guarantee shall be valid up to and including the .....day of ..... 20.....

This guarantee shall be governed by the laws of ..... Signed in ....  
.....on this .....day of ..... 20....

**BANK GUARANTEE (PERFORMANCE BOND)**

WHEREAS ..... of  
.....(Hereinafter referred to as “ The Supplier ”) has agreed to enter in to  
a .....(hereinafter referred to as the “Agreement”) with SriLankan  
Airlines Ltd, Airline Center, Bandaranaike International Airport, Katunayake, Sri Lanka,

AND WHEREAS it is one of the conditions of the said Agreement that the Supplier should furnish a Bank  
Guarantee drawable in Sri Lanka in the sum of  
.....  
(.....) in respect of the above referred to Agreement.

AND WHEREAS the Supplier has requested ..... (The Bank).....  
..... to furnish the requisite Bank Guarantee as security for the due and  
proper performance of its obligations under the Agreement and whereas .....(The  
Bank)..... has agreed to furnish same to SriLankan Airlines Limited.

The .....(The Bank).....(Hereinafter called the “Bank”) a banking  
corporation incorporated in .....and having its registered office at  
.....(Address of Business) ..... in consideration of the Agreement  
as aforesaid and other good and valuable consideration received hereby guarantees, undertakes, binds  
and obliges itself to pay SriLankan Airlines Limited against this on demand a sum or sums not exceeding  
.....(.....) or its equivalent in  
respect of the Supplier’s obligations under the Agreement , despite any contestation on the part of the  
Supplier upon SriLankan Airlines Limited’s first written demand for payment hereunder. Such payment  
shall be made without set-off, free and clear of any deductions, charges, fees, levies, taxes or withholdings  
of any nature. The Bank hereby confirms that payment under this Bank Guarantee will not be denied by  
reference to the beneficium excussionis sue ordinis and/or any other benefits privileges and exceptions  
to which sureties are by law entitled and the Bank waives off all rights of defence or objection arising from  
the same.

The obligation of the Bank hereunder shall be unconditional and irrevocable and without protest or  
notification and shall not be amended or affected by any indulgence or forbearance of SriLankan Airlines  
Limited in connection with the said Agreement.

Any payment made by the Bank to SriLankan Airlines Limited pursuant to this Bank Guarantee below  
.....(.....)  
shall be pro tanto discharge of the liability of the Bank hereunder and this Bank Guarantee shall remain  
valid and effectual in respect of the remainder.

This Bank Guarantee shall be valid up to and including the .....day of ..... 20....

This Bank Guarantee shall be governed by the laws of Sri Lanka Signed in .....on this  
.....day of ..... 20....

**DRAFT ARTICLES OF VEHICLE HIRE AGREEMENT**

This Vehicle Hire Agreement is made on this ..... 20.... 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 Airline 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 to the Agreement;

**WHEREAS** the Service Provider is in business of hiring 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 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 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:
- i) have full, right, title and ownership to the Vehicles hired under this Agreement and the Vehicles are registered under its name;
- or
- 1.1.5 ii) have the legal entitlement and right to use and hire 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;
- 1.1.6 grant SriLankan Airlines the exclusive use and possession of the Vehicles during the Period of Hire;
- 1.1.7 grant SriLankan Airlines quiet possession of the Vehicles without any interruptions and disturbance;
- 1.1.8 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;
- 1.1.9 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;
- 1.1.10 ensure that the Vehicles are serviced, mechanically sound, roadworthy and in good condition, both internally and externally for the Period of Hire;
- 1.1.11 at its own cost, be responsible for the service, repair and fair wear and tear of the Vehicles for the Period of Hire;
- 1.1.12 ensure at its own cost and expense that the Vehicles are:
- a) Eco Tested, licensed and insured annually in accordance with all applicable laws and regulations;
  - b) 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 an 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 7 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 24X7X365 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 three (03) 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...../-) 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 SP 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.

- 1.2 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 One Thousand (LKR 1,000/-) per each day during the period of non-compliance and until such obligation has been complied with.
- 1.3 The Service Provider shall operate on its own the service maintenance schedule and programme and repair obligations more fully set forth in Annex 2.
- 1.4 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.
- 1.5 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.
- 1.6 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;

2.1.5 Ensure that the Vehicle is released for maintenance according to the maintenance Schedule in Annex 2 and that the Service Provider will be contacted as and when servicing and cleaning of any Vehicles in required;

2.1.6 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;

2.5 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.

- 2.6 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.
- 2.7 In the event SriLankan Airlines does not comply with the requirements of clause 2.6, 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 2.6..
- 2.8 In the event, the Service Provider fails to accept the return of the Vehicle as notified by SriLankan Airlines pursuant to Clause 2.6 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.
- 2.9 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).
- 2.10 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.
- 2.11 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.
- 2.12 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 maintain, 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.

### **3. PAYMENT**

- 3.1 The Service Provider shall invoice SriLankan Airlines on a monthly 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 12 month 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 thirty (30) days after the receipt thereof 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. BANK GUARANTEE**

- 4.1 At the execution of this Agreement, the Service Provider shall furnish SriLankan Airlines a bank guarantee for a sum of Sri Lanka Rupees ..... (..... /-), as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka, from a bank acceptable to SriLankan Airlines in a form and substance acceptable to SriLankan Airlines as security for the due and proper performance of by the Service Provider of its obligations hereunder. All applicable bank charges (including any charges at the time of encashment or enhancement) on such bank guarantee shall be borne by the Service Provider). Such bank guarantee shall remain in force for the Period of Hire and 90 days after the expiry of the Agreement.
- 4.2 In the event the number of Vehicles provided under this Agreement is increased, the Service Provider shall furnish to SriLankan Airlines a fresh Bank Guarantee for such Vehicle/s in accordance to the terms set forth in Clause 4.1 upon the commencement of the hire of such Vehicle/s.
- 4.3 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Agreement.
- 4.4 In the event, that the Service Provider fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Service Provider, the Service Provider shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.
- 4.5 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Service Provider within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Service Provider's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 4.6 SriLankan Airlines shall not make any payments under this Agreement to the Service Provider until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 4 hereof.

4.7 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

## **5. TAXES**

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

5.2 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.

5.3 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.

5.4 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.

5.5 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.

## **6. LIABILITY AND INDEMNITY**

6.1 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:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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.

6.2 The protection of the indemnities to be provided under Clauses 6.1 above shall be deemed to survive the termination of this Agreement howsoever occasioned.

6.3 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.

6.4 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.

## **7. INSURANCE**

7.1 Without prejudice to the generality of Clause 6, 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.

(6) 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. 2,000,000 (Rupees Two 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.

7.2 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.

7.3 Insurance policies referred to in Clause 7.1 and 7.2 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

7.4 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.

7.5 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 7.1 and 7.2.

7.6 The insurance coverage required by Clause 7.1 and 7.2 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.

7.7 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.

7.8 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.

## **8. NON PERFORMANCE**

8.1 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.

8.2 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.

## **9. TERM AND TERMINATION**

9.1 This Agreement shall commence on ..... (hereinafter referred to as "**Effective Date**") and continue until [...], unless terminated earlier (hereinafter referred to as "**Period of Hire**")

9.2 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 hiring 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.

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

- (i) 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
- (ii) bankruptcy, liquidation or appointment of a receiver in respect of the other Party; or
- (iii) the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade; or
- (iv) 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.

9.4 In the event the SriLankan Airlines fails to make any payments due to the Service Provide within 14 working days from the date such payment was due under the Agreement, the Service Provider shall have the right to terminate this Agreement upon providing 14 days written notice to SriLankan Airlines.

9.5 SriLankan Airlines shall have the right to terminate this Agreement by written notice to the Service Provider in the following circumstances:

(i) 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;

(ii) repeated breach of this Agreement by the Service Provider despite such breach are remedied by the Service Provider;

(iii) if either Party cease to operate their business (for SriLankan Airlines its airlines business and for the Service Provider its leasing of vehicles) or its license to operate the business (for SriLankan Airlines its airlines business and for the Service Provider its leasing of vehicles) is revoked/cancelled/seized.

9.6 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.

9.7 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.

9.8 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.

9.9 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 9.

## **10. ASSIGNMENT AND SUB-CONTRACTING**

10.1 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.

10.2 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.



## **11. FORCE MAJEURE**

- 11.1 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.
- 11.2 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.

## **12. NO PARTNERSHIP; INDEPENDENT CONTRACTOR**

- 12.1 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.

## **13. REPRESENTATION AND WARRANTIES**

- 13.1 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.
- 13.2 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.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 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.

14.2 Any dispute, controversy, or claim relating to this Agreement or the breach, termination or invalidity 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.

## **15. GENERAL**

15.1 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.

15.2 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.

15.3 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.

15.4 This Agreement including Annex 1, 2, 3 and 4 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.

15.5 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

15.6 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.

15.7 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.

15.8 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.

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

15.10 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.

15.11 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 14.11 of this Agreement.

15.12 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 and 14);
- (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.

## 16. DEFINITIONS

16.1 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 and 4 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.

16.2 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 :  
 Designation :

.....  
 Name :  
 Designation :

Witness :

Witness :

.....  
 Name :  
 Designation :

.....  
 Name :  
 Designation :

**ANNEX 1**

**SPECIFICATIONS OF THE VEHICLES**

- (1) Vehicle Registration No: .....
- (2) Make / Model of the vehicle & Country of Manufacture: .....
- (3) Condition of the vehicle at the starting of the contract: .....
- (4) Vehicle type: .....
- (5) Engine capacity & Fuel Type: .....
- (6) Transmission type: .....
- (7) Year of manufacture: .....

(8) Mandatory Features:

- Factory fitted Air-conditioner, FM/AM radio (with Local Frequencies) and CD/player and a radio of a reputed brand.
- Power Steering, Power adjustable Side Mirrors, Central Locking system operated with a remote controller, spare wheel of the same size of the other four wheels, jack, wheel brace and spare keys
- Seat belts for the driver and for all the passengers, two front Air Bags in working condition, power assisted ABS or advanced braking system & parking breaks and all standard safety devices approved by the Motor Traffic Department.
- New battery and Brand New Radial Tyres for all wheels at the beginning of the Contract.

(9) Ground Clearance:

Minimum ground clearing height should be 150mm.

(10) 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.

(11) BE FULLY SERVICEABLE AND ROADWORTH

## ANNEX 2

### 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 3

#### 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 12 months 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:

Name of the bank - .....

Account Number - .....

### ANNEX 4

#### NOTICES

1.1 All notices to be sent by the Service Provider to SriLankan Airlines as set forth under Clause 15.5 of the Agreement shall be as follows:

In the case of SriLankan Airlines to :

Operational matters -  
Contract matters -  
Payment matters -

In the case of the Service Provider to :

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



**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. Nature of business :	3. Registered address :
4. Telephone & Fax numbers : Tel: _____ Fax: _____	5. E-mail address :
6. Other contact details (if any) :	
<b>Section B - Business verification : To be supported by the following documents</b>	
✓ 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)
<b>Section C – Declaration of related party information</b>	
1. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
2. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
3. 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 &amp; Company Rubber Stamp:

**BUSINESS CONTINUITY PLANNING**

In order to ensure continuity of supply of goods/services to SriLankan Airlines in the event of a disruption to vendor's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product/service.

**SCHEDULE A  
OFFER SHEET**

**Van- diesel powered : 2500-3000 cc**

Option 1 - Brand new with zero mileage				
S/N	Description	In LKR ( Excluding taxes)	VAT	Other Taxes (if any)
1	Monthly Rate (4000 kms per month) LKR			
2	Extra mileage rate per Km LKR (if exceeded 48,000kms at the end of each year)			

Option 2 - Reconditioned				
S/N	Description	In LKR ( Excluding taxes)	VAT	Other Taxes (if any)
1	Monthly Rate (4000 kms per month) LKR			
2	Extra mileage rate per Km LKR (if exceeded 48,000kms at the end of each year)			

## **SCHEDULE B**

### **SPECIFICATIONS**

SriLankan Airlines intends to hire 4 Passenger Vans for use of the Transport Section for five (05) years. The vehicles will be hired without driver (self-drive).

#### **SPECIFICATIONS**

##### 1. Option 1

- I. Should be registered as brand new with zero mileage
- II. Year of manufacture should be 2016 or higher
- III. Type of Fuel- Diesel(Lanka Auto Diesel)
- IV. Engine Capacity 2500-3000 cc.
- V. Number of doors - 04
- VI. Vans should be fitted with
  - a. AC system- Dual AC
  - b. FM radio (TVs not required)
  - c. Tinted glass only for rear (As per new RMV regulations)
  - d. 4 doors only
  - e. Seat belts, head rest, Automated Brake System and all standard safety devices approved by the Department of Motor Traffic Department.
  - f. Spare wheel (same as a regular tyre), jack, wheel brace, new battery and new tubeless tyres.
  - g. Roof type preferably standard roof
  - h. Rubber carpeted

##### 2. Option 2

- I. Should be registered as reconditioned
- II. Mileage should be 25000kms or bellow
- III. Year of manufacture should be 2015 or higher
- IV. The vans should be diesel powered (Lanka Auto Diesel)
- V. Engine Capacity 2500-3000 cc.
- VI. Number of doors - 04
- VII. Vans should be fitted with
  - a. AC system- Dual AC
  - b. FM radio (TVs not required)
  - c. Tinted glass only for rear (As per new RMV regulations)
  - d. 4 doors only
  - e. Seat belts, head rest, Automated Brake System and all standard safety devices approved by the Department of Motor Traffic Department.
  - f. Spare wheel (same as a regular tyre), jack, wheel brace, new battery and new tubeless tyres.

- g. Roof type preferably standard roof
- h. Rubber carpeted

**3. Information with regard to the following should be forwarded with the Technical Proposal in respect of each van:**

- a. Seating Capacity - minimum 8 (Excluding driver and jump seats)
- b. Brand, model and the country of manufacture (vehicle should be a reputed brand)
- c. Country of assemble (If applicable only)
- d. Vehicle registration date and number (if registered vehicles only)
- e. Chassis number and the engine number (need before start the operation)
- f. Transmission (Specify manual or auto)
- g. Any options other than above mentioned (Please specify in detail)
- h. Body Colour – Preferably white (Service provider should allow Sri Lankan Airlines logo to be pasted)

**TERMS & CONDITIONS**

- 1 The service provider shall offer vehicles either owned by them or possess the legal entitlement for the use of the vehicles, throughout the period of the contract (documents to be produced).
- 2 The service provider should bear the costs of all taxes, insurances, emission tests, licensing or any other related cost for the vehicles offered and ensure such requirements are fulfilled through the period of the contract.
- 3 Ensure that the Vehicles are serviced, mechanically sound, roadworthy and in good condition, both internally and externally for the Period of Hire.
- 4 All minor/major repairs have to be attended and carried out by the Service Provider. Service Provider shall collect vehicle from the place where vehicle is defected / SriLankan Airlines' transport section and shall provide similar type of vehicle as a replacement vehicle.
- 5 The service provider should meet to the satisfaction of SriLankan Airlines, the ability to provide a replacement vehicle (similar type) within 2 hrs to the user in the case of breakdown, accident or any other emergency. If not SriLankan Airlines will impose a penalty of 6,000/= per day or will have to pay the hire charge of a similar type of vehicle for unavailable period.
- 6 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, the Service Provider should pay the cost of the fuel which was reduced or need to top up the fuel to SriLankan Airlines.
- 7 The vehicles should be replaced with identical type of vehicle (which should approved by SriLankan Airlines) if breakdowns occur more than 3 occasions per month.
- 8 The service provider should be contactable on 24x7 with communication facility such as Email, Land and Mobile facility. Service provider should provide details of coordinators who are responsible of day today operation.

- 9 During the contract period the vehicle offered should not exceed 8 years from year of manufacture.
- 10 The service provider should be prepared to physically produce the sample vehicles of each category offered at the time of tendering for inspection on a date and time indicated by the SriLankan Airlines. Four working days' notice will be granted either by telephone, Email or by fax.
- 11 Once SriLankan Airlines agree for vehicles after inspection, under any circumstances the Service Provider will not be allowed to change vehicle brand/model.
- 12 The service provider should obtain comprehensive full insurance cover against death/injury to third parties including passengers. (Refer INSURANCE clause of the contract). Renewal insurance should be forwarded before it is expired.
- 13 In the event of an accident, transport section of SriLankan Airlines would lodge a complaint with the Police, Insurances and will inform the SP request for a replacement vehicle. The Police report and all required details would be made available to the service provider for processing of the insurance claim.
- 14 In case of a breakdown, the service provider should be responsible for removing vehicle.
- 15 The Transport Section of SriLankan Airlines would contact the service provider before 48 hrs when regular servicing of the vehicles are required.
- 16 In the event of a theft of vehicle component or total loss, the Transport Section would lodge a complaint with the Police station, insurance agent and the SP. The police report and all required details are provided to the service provider for processing of the insurance claim.
- 17 All repairs, maintenance & replacement need be carried out by the service provider. The cost also needs to be borne by the service provider.
- 18 Following documents to be submitted
  - a. At least 2 years' experience in providing a similar service in the transport industry (This will be an advantage)
  - b. Memorandum of Article
  - c. Last financial year audited report
  - d. A proof of clientele list along with contact details
- 19 SP should fix a device to the fuel tank which could be able to seal by SriLankan Airlines.
- 20 All the brandings, stickers, labels etc. should be removed.