INVITATION FOR SUBMISSION OF BIDS FOR
SELECTION OF A SERVICE PROVIDER FOR CLEARING AND FORWARDING OF SRILANKAN
Airlines’ Sea Freight Import & Export Shipments from Colombo and
Hambanthota Sea Ports to Katunayake & from Katunayake to Colombo &
Hambanthota

REFERENCE NO: FF/EPC/02/2020

ENTERPRISE PROCUREMENT COMMITTEE,
ON BEHALF OF
SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (INFLIGHT PROCUREMENT)
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA
## Section I. Instructions to Bidders (ITB)

### A: General

#### 1. Scope of Bid

1.1 SriLankan Airlines invites you to Submit Bids for Selection of a service provider for clearing and forwarding of SriLankan Airlines sea freight import and export shipments from Colombo and Hambanthota sea ports to Katunayake & Katunayake to Colombo & Hambanthota for a period of 2 years as specified in Section III - Schedule of Requirements.

You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date.

### B: Contents of Documents

#### 2. Contents of Documents

2.1 The documents consist of the Sections indicated below.

- Section I. Instructions to Bidders
- Section II. Data Sheet
- Section III. Schedule of Requirements
- Sections IV. Bid Submission Form
- Section V. General Conditions
- Annexure A: Bid Acknowledgement Form
- Annexure B: Technical/General Specifications & Compliance Form
- Annexure C: Price Schedule Form
- Annexure D: Bid Securing Declaration Form
- Annexure E: Performance Bond
- Annexure F: Clientele Information Form
- Annexure G: Vendor Information Form
- Annexure H: Sample Contract

### C: Preparation of Bid
| 3. Documents Comprising your Bid | 3.1 The document shall comprise the following:  
- Sections IV : Bid Submission Form  
- Annexure B : Specifications & Compliance Form  
- Annexure C : Price Schedule Form  
- Annexure D : Bid Securing Declaration Form  
- Annexure F : Clientele Information Form  
- Annexure G : Vendor Information Form |
|----------------------------------|-------------------------------------------------------------------------------------------------|
| 4. Bid Submission Form and General Specifications & Compliance form | 4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.  
All blank spaces shall be filled in with the information requested. |
| 5. Prices | 5.1 Unless stated in Data Sheet, all items must be priced (Best and final prices) separately in the Price Schedule Form.  
5.2 The price to be quoted in the Bid Submission Form shall be the **best and final unit price** of the Bid.  
5.3 **Best and final prices** quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected. |
<p>| 6. Currency | 6.1 The Local service providers shall submit their rate sheets in Sri Lankan Rupees (LKR). |
| 7. Documents to Establish Conformity of the service | 7.1 The Bidder shall submit documents stated in 7.1 (Submission Requirements) in Section III – Schedule of Requirements along with the bid for evaluation: |
| 8. Period of Validity of bid | 8.1 Bids shall remain valid for a period of 160 days after the bid submission deadline. |
| 9. Bid Securing Declaration | 9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure D. |</p>
<table>
<thead>
<tr>
<th>10. Format and Signing of Bid</th>
<th>10.1 The bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.</th>
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<tr>
<td>D: Submission and Opening of Bid</td>
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| 11. Submission of Bid | 11.1 Bidders shall submit their bids by registered post, or by hand in a sealed envelope.  
11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:  
Invitation for Submission of Bids for Selection of a service provider for clearing and forwarding of SriLankan Airlines sea freight shipments from Colombo and Hambanthota sea ports to Katunayake & Katunayake to Colombo & Hambanthota for a period of 2 years.  
11.3 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Data sheet, clause 15.2 for contact details. |
| 12. Deadline for Submission of Bid | 12.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. |
| 13. Late Bid | 13.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 above. |
| 14. Opening of Bids | 14.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders at the address, date and time specified in the Data Sheet.  
14.2 A representative of the bidders may be present and mark its attendance  
14.3 If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of security clearance. Refer Section 11, Data sheet, clause 15.2 for contact details  
14.4 Presence of the Bidder, will not necessarily ensure selection of the proposed goods. |
| F: Evaluation and Comparison of Bid | 15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered.  
15.2 SriLankan Airlines’ request for clarification and the response shall be in writing at SriLankan Airlines’ email address specified in the Data Sheet. |
### 16. Responsiveness of Bids

16.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.

16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.

### 17. Evaluation of Bid

17.1 The items will be subjected to a technical evaluation based on the following criteria:

I. Compliance for minimum mandatory eligibility criteria as in Annexure B *(Non compliancy of these criteria shall lead to rejection of the bid)*

II. Technical criteria as per the 3. Scope of Work in Section III (Schedule of Requirements)

III. Client feedback

IV. SriLankan Airlines’ past experience with the bidders

V. Total cost

### 18. SriLankan Airlines’ Right to Accept any Bid, and to Reject any or all Bids.

18.1 SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.

### G: Award of Contract

#### 19. Acceptance of the Bid

19.1 SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.

#### 20. Notification of acceptance

20.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted.

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

20.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.

#### 21. Performance Bond

21.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of LKR 1.1 million, using the Performance Security Form included in Annexure E.

21.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.

21.3 Failure of the successful Bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.

#### 22. Contract extension

22.1 This agreement is Extendable for further 01 year based on same terms and conditions and supplier performance
## Section II: Data Sheet

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<th>ITB Reference</th>
<th>Clause</th>
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| **12.1**      | The address for submission of Bids is:  
Attention: Senior Manager Commercial Procurement  
Address: SriLankan Airlines Ltd,  
Commercial Procurement Department,  
Airline Centre, Bandaranaike International Airport,  
Katunayake,  
Sri Lanka  
Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples. |
| **13.1**      | Deadline for submission of bids is on or before **7 September 2020, 1000 hrs.** SriLankan Time (GMT +5:30)  
Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples. |
| **14.1**      | **Bids will be opened on 7 September 2020, 1015 hrs.** SriLankan Time (GMT +5:30) at Airline Centre, SriLankan Airlines, Katunayake. Details should be provided one day in advance to arrange security clearance if the bidder wishes to participate for bid opening.  
**For Clarification/ handing over bids and samples/participating for bid opening:**  
Telephone: +94 (0) 19733 2777/2737  
E mail address: sampath.sudasinghe@srilankan.com  
dinithi.balasooriya@srilankan.com  
Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids/ samples /participate for bid opening. |
Section III – Schedule of Requirements

Specifications

01-Background:

SriLankan Airlines is required to select a suitable service provider to handle clearing and forwarding of SriLankan Airlines’ sea freight Import & Export shipments from Colombo to Katunayake and Hambanthota sea ports & Katunayake to Colombo & Hambanthota for a period of 02 years (further extendable for 01 year).

02-Evaluation Criteria and Duties to be performed by the clearing and forwarding agent:

a. The selected service provider should have an office located within Katunayake area to handle the operation.
b. All the documents have to be processed at B.O.I. Investor Services Department Katunayake prior to clear the sea freight shipments.
c. The service provider shall complete all the documentation through Custom Asycuda World Application as the declarant.
d. The vehicles which are used for transportations should be roadworthy and should possess valid Full insurance and license including emission certificates for safe delivery.
e. Forwarder should furnish an assurance for non-commitment of any illegal activities or fraud activities while engaging in the contract.
f. Any damaged or pilfered shipments should be immediately brought to the notice of Logistics Manager and the Wharf section of SriLankan Airlines prior to take over the delivery from the port warehouse.
g. The selected service provider should furnish a Performance Bond of LKR 1.1 million (One point one Million Sri Lankan Rupees) as a bank guarantee for the contract period.
h. Empty container/containers should be returned to relevant yard soon after unloading process is completed on the same day before 4.30 PM or following day morning on zero payment as yard overtime. However any damages to the container/containers in non-adherence to the given instructions should be borne by the clearing agent.
i. Nominated personal has to coordinate with Freight Forwarder and other associated stakeholders regarding clearance documents (Customer account manager to directly liaise with SriLankan Airlines Ltd)
j. At the time of unloading of LCL consignments at the destination, the representative to be deployed by the service provider In order to ensure zero discrepancy against packing list/invoices.
k. Ability to revise transport charges when fuel rate is changed by the Government.
l. Taking liability and arranging indemnity as per the requirement given by SriLankan Airlines.
m. SriLankan Airlines’ past experience with the handling agent.

n. Rates and favorable credit terms.

o. Ability to arrange 03 helpers for Aircraft tyre loading at Katunayake per consignment. (approx. one 20ft or 40ft container per month)

03-Duties of SriLankan Airlines:

Sri Lankan Air Lines will provide following facilities to the successful bidder:

a. Insurance cover for the shipments from the Colombo port premises/ Hambanthota sea port premises to the SriLankan Airline’s warehouse (This excludes any willful damage or theft due to negligence of the transporter or clearing agent)

b. SriLankan Airlines will facilitate duty free approval through B.O.I and customs.

c. In case of detection of damages taken place at the port warehouse, SriLankan Airlines will provide insurance surveyor to accompany the shipment up to Katunayake warehouse.

d. SriLankan Airlines shall provide advance cheques for all freight collect shipments if same cost is more than LKR 25,000/-

04-Rates and invoicing:

a. The rates should be submitted based on the format given in Annex – A.

b. Please indicate current fuel cost in the appropriate cage for each transport area to enable to revise transport charges when fuel rate is changed by the Government.

c. All statuary and non-statuary reimbursements should be delivered addressed to Logistics Manager of SriLankan Airlines within seven working days of clearance with import FCL forms.

d. All invoices will be settled within 45 days from the date of receipt of invoice.

05-Liability and indemnity:

a. The Freight Forwarder shall be liable for loss of, damage to, or delay in delivery of, the consignments, if such loss of, damage to, or delay in delivery of the consignments was due to the gross negligence or willful misconduct of the Freight Forwarder, its employees, agents and subsidiaries

b. The Freight Forwarder shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its servants and agents from and in respect of all costs and or expenses including but not limited to legal fees, value of consignment, demurrage, storage charges pursuant to
the loss, delay or damage to any cargo handled or to be handled by the Freight Forwarder or on behalf of the Freight Forwarder by its subsidiaries whilst in the custody or control of the Freight Forwarder or its subsidiaries, except where such loss, delay or damage is due to the willful misconduct of SriLankan Airlines, its servants and agents.

c. Each party to the Agreement will indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents and representatives from any and all liability, loss, delay, damage, claims, liens, costs and expenses, including reasonable attorney’s fees to the extent caused by negligent acts or omissions of the indemnifying party, its directors, officers, employees, agents and representatives in the performance/non-performance of its obligations under the Agreement:

   i. for injury to or death of persons and damage to property (other than consignments);
   ii. arising out of or resulting from any violation of applicable law, regulation or other mandate by competent authority, which imposes obligation on the indemnifying party (directly or acting as the representative of the indemnified party);
   iii. arising out of or resulting from the infringement or violation of any third-party intellectual property rights;
   iv. Arising out of or resulting from any obligation of the Freight Forwarder to pay third-party carriers or other persons, entities, or authorities for any freight or similar charges which the Freight Forwarder has not paid such other carriers or other persons, entities or authorities.

d. The indemnified party will give prompt written notice to the indemnifying party of any claim, action or proceeding, in respect of which indemnity may be sought hereunder. An indemnified party may participate, in the defense of any such action.

e. Neither party to the Agreement shall be liable in contract or tort or otherwise for any indirect, incidental, financial, consequential, special, or punitive damages, costs or expenses, or from any loss of profit, business, contracts, revenues or anticipated savings except where such loss or damage has arisen/is attributable to a party’s gross negligence or willful misconduct.

06-Insurance:

a. The Freight Forwarder shall provide with a Public Liability Insurance coverage, which shall insure to pay compensation in respect of accidental death or bodily injury to Third party and/or accidental damage to property belonging to SriLankan Airline arising in connection with the Insured’s business described above and happening with in the SriLankan Airline premises together with liability for damage to property in a sum of at least ten million Sri Lankan Rupees (LKR 10,000,000) or equivalent per any single accident or occurrence.
07- The Bid should be submitted as below:

In preparing the bid, Bidders are expected to take into account the requirements and conditions outlined in “General instructions to Bidders”.

The bid should contain the following documents:

(a) Brief Profile & Track Record of the Company with details of work of similar nature undertaken.
(b) Documentary proof for more than five years’ experience in the relevant field
(c) List of current clientele with references and contact details. (At least 03 reputed organizations).
(d) Copies of the Audited Financial Reports for the past two years.
(e) Completed Bid submission form, Bid securing declaration, Tender Compliance Form, Vendor Information Form, and the rate sheet along with the other supporting documents requested in section 7 of Instructions to bidders (ITB).
(f) Bidders must submit their proposal based on the rate sheet provided.
(g) All bids must be quoted in Sri Lankan Rupees (LKR).
(h) All applicable rates should be indicated. (Excluding VAT). Charges which are not indicated in the bid will not be approved for payment if the contract is awarded. No price increases will be permitted upon submission of the tender.

** Please note that the figures are estimated figures for next 2 years and would differ depending on flight frequency, cargo movements, future maintenance requirements, etc.
Section III – Schedule of Requirements (Cont.)

7.2 Submission of Rate Sheet

I. Bidders must submit their proposal based on the rate sheet provided in Annex C. The rate sheet should also be submitted as a **soft copy in a USB Drive.** *(in MS EXCEL format)*

II. The Local service providers shall submit their rate sheets in Sri Lankan Rupees (LKR). The payment term should be clearly specified.

III. All applicable rates should be indicated. Charges which are not indicated in the bid will not be approved for payment if the contract is awarded.

IV. No price increases will be permitted upon submission of the tender.

Bid should be submitted in an envelope with the Tender Number *(FF/EPC/02/2020)* addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 1000 hours *(Sri Lankan time : GMT +0530)* on **7 September 2020**. Tenders not received by this date and time shall be liable for rejection. If the envelopes are not sealed and marked as instructed above, SriLankan Airlines assumes no responsibility for the misplacement or premature opening of the contents of the bids submitted and consequent losses, if any, suffered by the bidder.

Any clarifications or queries raised by a Bidder relating to the documents or any of the bid requirements shall be submitted in writing as soon as possible and in no case later than five (05) working days prior to the bid closing date. These clarifications shall be made to the attention of pasan.amarathunge@srilankan.com, sampath.sudasinghe@srilankan.com and dnithi.balasooriya@srilankan.com
Section IV - Bid Submission Form

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

Date:
To: SriLankan Airlines
We, the undersigned, declare that:

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

(b) We agree to provide service conforming to the documents issued and in accordance with the Schedule of Requirements.

(c) The prices of our bid are as per the annex C

(d) Our bid shall be valid for the time specified in ITB Clause 8.1

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

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

(g) Bid Securing Declaration is attached and same is valid for a period of 160 days after the bid submission deadline date.

Signed:

Name:

Date
Section V – General Conditions

I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Airlines.

II. SriLankan Airlines would carry out unannounced inspections during evaluation stage and during the contract period if deemed necessary and applicable.

III. In order to ensure continuity of supply of services to SriLankan Airlines in the event of a disruption to bidder’s operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.

IV. The service provider shall comply with the service levels defined in 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements)

V. Please state whether your company has appointed a local agent for SriLankan Airlines (Applicable only for foreign bidders), for supply the services specified in this bid exercise. If so, please submit a separate bidder information form including the information of local agent.

VI. Liquidated Damages

   a. Liquidated damages shall be applied for late deliveries.
   b. Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.
ANNEXURE A: Bid Acknowledgement Form

IMPORTANT

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to bid closing date.

Invitation for submission of bids for Selection of a service provider for clearing And forwarding of SriLankan Airlines sea freight Import & Export shipments from Colombo and Hambanthota sea ports to Katunayake & Katunayake to Colombo & Hambanthota for a period of 2 years Reference no: FF/EPC/02/2020 is hereby acknowledged

☐ You may expect to receive our proposal on or before

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☐ We do not intend to submit a proposal because

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Signed : .............................................................................................................

Title : ..............................................................................................................

Company : ......................................................................................................

Date : ..............................................................................................................
ANNEXURE C: Price Schedule Form (Rate Sheet)

Please download the rate sheet from below mention link and send us both soft copy and a hard copy as follows:

I. A soft copy (MS Excel) of the properly filled rate sheet with the final and best rates of the bidder should be sent in a USB drive.

II. A hard copy of the same rate sheet should be included here in Annex C.
# Rate Sheet

**CONTAINERIZED (20 FT)**

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<th>A</th>
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<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G (BOI SHIPMENT)</th>
<th>H (DUTY PAID)</th>
<th>I</th>
<th>J</th>
<th>C + D + E + F + G+ J</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td><strong>TRANSPORT CHGS FOR KATUNAYAKE</strong></td>
<td><strong>TRANSPORT DETENTION CHGS</strong> (Rate should be applied after 24 hrs w.e.f. customs gate pass time)</td>
<td><strong>LABOUR CHGS – Unloading from the container to pallets/trolleys</strong> (The rate should be per RF container irrespective of the volume or weight of the consignment)</td>
<td>Additional handling charges for any additional container under same B/L</td>
<td><strong>AGENCY FEE – Inclusive of handling doc. etc</strong> (The rate should be per B/L)</td>
<td><strong>OTHER CHARGES</strong></td>
<td><strong>GRAND TOTAL</strong></td>
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<td>C + D + E + F + G+ J</td>
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<tr>
<td><strong>CONTAINERIZED (40 FT)</strong></td>
<td><strong>TRANSPORT CHGS FOR MAGAMPURA PORT - HAMBANTOTA</strong></td>
<td><strong>TRANSPORT DETENTION CHGS</strong> (Rate should be applied after 24 hrs w.e.f. customs gate pass time)</td>
<td>Additional handling charges for any additional container under same B/L</td>
<td><strong>AGENCY FEE – Inclusive of handling doc. etc</strong> (The rate should be per B/L)</td>
<td><strong>OTHER CHARGES</strong></td>
<td><strong>GRAND TOTAL</strong></td>
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## Break Bulk

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<th>F</th>
<th>G (BOI SHIPMENT)</th>
<th>H (DUTY PAID)</th>
<th>I</th>
<th>J</th>
<th>C + D + E + F + G+ J</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRANSPORT CHGS FOR KATUNAYAKE</strong></td>
<td><strong>DETECTION CHGS FOR UNLOADING AFTER 24 HRS</strong></td>
<td><strong>HANDLING CHGS FOR LOADING AT THE PORT</strong> (The rate should be per consign. irrespective of the volume of the weight)</td>
<td><strong>AGENCY FEE – Inclusive of handling doc. etc</strong></td>
<td><strong>OTHER CHARGES</strong></td>
<td><strong>GRAND TOTAL</strong></td>
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<td>OPEN LORRY LESS THAN 10,000 KGS</td>
<td>FLAT BED LORRY MORE THAN 10,000 KGS</td>
<td>CLOSED LORRY</td>
<td>OPEN LORRY LESS THAN 10,000 KGS</td>
<td>FLAT BED LORRY MORE THAN 10,000 KGS</td>
<td>CLOSED LORRY</td>
<td><strong>BILL OF LADING</strong> + customs Long Room</td>
<td><strong>DUTY PAID</strong></td>
<td>**C + D + E + F + G+ J</td>
<td>TOTAL</td>
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## Additional Information

- **FUEL COST**
- **OTHER CHARGES**
- **TOTAL**
- **BREAK BULK**
### Transport Chgs for Magampura Port - Hambantota

*(The rate should be per lorry load per trip irrespective of the volume or the weight of the consignment)*

<table>
<thead>
<tr>
<th>Open Lorry Less than 10,000 Kgs</th>
<th>Flat Bed Lorry More than 10,000 Kgs</th>
<th>Closed Lorry</th>
<th>Open Lorry Less than 10,000 Kgs / Flat Bed Lorry More than 10,000 Kgs</th>
<th>Detention Chgs for Unloading After 36 Hrs</th>
<th>Handling Chgs for Loading at the Port <em>(The rate should be per consign. irrespective of the volume or the weight)</em></th>
<th>Other Charges</th>
<th>Agency Fee <em>(inclusive of handling doc. etc (The rate should be a fixed amount per Customs Entry irrespective of the CIF value, the volume or the weight of the Consignment))</em></th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel Cost A</td>
<td>Other Chgs B</td>
<td>Total C</td>
<td>Fuel Cost D</td>
<td>Other Chgs E</td>
<td>Total F</td>
<td>Fuel Cost G</td>
<td>Other Chgs H</td>
<td>Total I</td>
</tr>
</tbody>
</table>

**Note:** Please submit your best and final offer (BAFO) as no further negotiations will be carried out
ANNEXURE D: Bid Securing Declaration

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to the selling of the bidding document]

[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]

Date: ------------ [insert date by bidder]

*Name of contract – [insert name]

*Invitation for Bid No: --------- [insert number]

*To: --------- [insert the name of the Purchaser]

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;

2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by SriLankan Airlines, for the period of three years starting on the latest date set for closing of bids of this bid, if we;

   (a) withdraw our Bid during the period of bid validity period specified; or
   
   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
   
   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future patterns as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month], [insert year]
ANNEXURE E: Performance Bond

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Beneficiary: SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka

Date: --------------------------

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

We have been informed that ----------------[name of Bidder](hereinafter called “the Bidder”) has entered into Contract No. -----------------[reference number of the contract] dated ---------------- with you, for clearing And forwarding of SriLankan Airlines sea freight Import & Export shipments from Colombo and Hambanthota sea ports to Katunayake & Katunayake to Colombo & Hambanthota for a period of 2 years -----------------[name of contract and brief description] (hereinafter called “the Contract”).

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

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

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

_____________________
[Signature]

ANNEXURE F: Clientele Information Form

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Representative’s Contact Details (Please state name, official email address and telephone number)</th>
<th>Client since</th>
<th>Type of service delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Annexure G: Vendor Information Form**

**Section A – Basic information of the vendor**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Registered Name of the Vendor :</td>
</tr>
<tr>
<td>2.</td>
<td>Date of Incorporation:</td>
</tr>
<tr>
<td>3.</td>
<td>Country of Incorporation:</td>
</tr>
<tr>
<td>4.</td>
<td>Nature of business :</td>
</tr>
<tr>
<td>5.</td>
<td>Company type :</td>
</tr>
<tr>
<td>6.</td>
<td>Telephone &amp; Fax numbers :</td>
</tr>
<tr>
<td>7.</td>
<td>E-mail address :</td>
</tr>
<tr>
<td></td>
<td>Tel:</td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
</tr>
</tbody>
</table>
8. Registered address:

9. Other contact details (if any):

10. Registered Name and address of local agent (if any)

<table>
<thead>
<tr>
<th>Section B – Details of Directors, Shareholders and related parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name(s) of Directors</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>2. Name(s) of Shareholders</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines</td>
</tr>
</tbody>
</table>
As the authorized representative of ........................................ [name of the Vendor], I hereby confirm on behalf of .........................................[name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of .........................................[name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

**Details of vendor's authorized signatory:**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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

- [ ] A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company
- [ ] A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors
- [ ] For partnerships and sole proprietorships, certificate of business registration
- [ ] A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
- [ ] For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
- [ ] Audited financial statements of the vendor Company for the last three years
- [ ] Others (specify)
FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

Name:                                   Name:
Designation:                                    Designation:

Witnesses:      Witnesses:

.................................................................

ANNEX C

The rate sheet completed by the bidder will be stated here
AGREEMENT FOR CLEARING AND FORWARDING OF SEA FREIGHT SHIPMENTS

This Agreement for Clearing and forwarding of Sea Freight Shipments is made and entered into on this ________

Between

SriLankan Airlines Limited (Company Registration No. PB67), a company incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter referred to as "SriLankan Airlines", which term 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

_________ duly registered under the Business Names ______ registered in the Department of _____ and having its principal office at _____ in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "Clearing Agent" which term or expression shall where the context so requires) of the Other Part.

Whereas SriLankan Airlines is desirous of engaging a logistics company to clear and forward its sea freight shipments from Colombo to Katunayake;

Whereas the Clearing Agent is a logistics company capable of clearing and forwarding SriLankan Airlines’ sea freight shipments from Colombo to Katunayake and is willing to clear and forward SriLankan Airlines’ sea freight shipments under the terms and provisions of this Agreement;

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.

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

1 OBLIGATIONS OF THE CLEARING AGENT

1.1 The Clearing Agent shall perform the services set forth under Clause 1 and Annex B of this Agreement in terms of the clearance time frame set forth in Annex B for the Term of this Agreement in accordance to the terms and conditions of this Agreement.

1.2 Upon receipt of advice by SriLankan Airlines, the Clearing Agent shall collect the delivery documents from shipping lines/agents upon the execution of relevant documents and payment of relevant charges except where the shipment is a freight collect shipment for which SriLankan Airlines shall make direct payments.

1.3 The Clearing Agent shall pay any advance freight charges to shipping lines or any other authority to clear the urgent shipments for SriLankan Airlines and the original receipts of such payments shall forward to SriLankan Airlines for reimbursement.

1.4 The Clearing Agent shall collect all shipping documents addressed to the bank upon receipt of SriLankan Airlines advice, and SriLankan Airlines in turn shall advise the bank in advance.

1.5 The Clearing Agent shall submit the custom entries electronically to Custom Department through Board of Investments (BOI) on behalf of SriLankan Airlines and shall ensure that BOI import and export regulations are adhered to at all times. The Clearing Agent shall be liable for any violations of such regulations.
1.6 The Clearing Agent shall collect, receive, despatch, handle and transport assigned export and import shipments in a safe and secure manner and pick up and/or deliver to SriLankan Airlines stores or designated site nominated by SriLankan Airlines subject to BOI verification formalities.

1.7 The Clearing Agent shall notify SriLankan Airlines of any damaged shipment/s prior to accepting the shipment/s from the relevant warehouse and such shipment/s shall be cleared and delivered to the SriLankan Airline’s stores under the supervision of a SriLankan Airline’s insurance surveyor.

1.8 The Clearing Agent shall indemnify and pay for any losses or damage caused to property of SriLankan Airlines by the external transport vehicles or personnel, officers, agents and or representatives of the Clearing Agent, which will be determined by SriLankan Airline’s safety department upon assessment.

1.9 The Clearing Agent shall provide to SriLankan Airlines a bank guarantee as more fully set forth in Clause 9 of the Agreement.

1.10 The Clearing Agent shall ensure prompt Customs clearance and completion of all necessary documentation and formalities in respect of the shipments.

1.11 The Clearing Agent shall obtain, keep valid and subsisting at all times during the Term of this Agreement all necessary licenses, permissions, permits, registrations, consents, authorisations and/or approvals as may be required from time to time in respect of the performance of its obligations hereunder.

1.12 The Clearing Agent shall ensure to possess and keep competent personnel to handle and perform the obligations set out herein for the Term of the Agreement.

1.13 The Clearing Agent should always honour the given rates as set out in Annex “A” for invoicing and any increase or decrease of transport charges due to government rate fluctuations should be strictly in accordance with given fuel component percentage against new rate. (effective from gazette notification date)

1.14 The Clearing Agent shall be wholly and solely responsible for its employee’s or subcontractors activities and in no circumstances shall SriLankan Airlines directly or indirectly be liable for any claims/demands made by the employees, subcontractors of the Clearing Agent, including the liability, if any, under the EPF, ETF, Gratuity, workmen compensation and such other rules or regulations of statutory or regulatory authorities concerned. Such employees or subcontractors shall not be considered as employees of SriLankan Airlines and for whose act, default and omission, the Clearing Agent shall be responsible and keep SriLankan Airlines indemnified and hold harmless at all times.

1.15 The liability for complying with all labour enactments, legal and other formalities and making all payments due under any law or contract pertaining to the persons employed by the Clearing Agent in connection with the services provided under this Agreement as per the terms and conditions of this Agreement will lie wholly and exclusive on the Clearing Agent. The liability for all such compliances and payments shall be that of Clearing Agent.

1.16 The Clearing Agent shall bear all transportation costs and expenses for handling, receipt and delivery of freight consignment to the relevant warehouse of SriLankan Airlines and SriLankan Airlines in no case will make any payment in this regard.

1.17 The Clearing Agent declares and confirms that the title/interest in the freight consignment vest in SriLankan Airlines and the Clearing Agent shall not be entitled to pledge, mortgage, charge, hypothecate or in any manner encumber the freight consignment. It is further agreed and understood between the parties that no right of any nature whatsoever shall ever accrue on the said freight shipment to the Clearing Agent and if any such right does accrue, then the Clearing Agent expressly waives such right and confirms that it shall not claim any such right.
1.18 In the event SriLankan Airlines is compelled to make any payments and/or fulfill any other requirements of any statutory or regulatory authorities in this connection which the Clearing Agent is under obligation to pay/fulfill, the Clearing Agent shall be liable to reimburse to SriLankan Airlines all such payments made and all expenses incurred in such connection without prejudice to the rights of SriLankan Airlines to claim damages or to pursue legal remedies against the Clearing Agent for such lapse.

1.19 The Clearing Agent shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform its obligations hereunder as required hereunder. The Clearing Agent shall make reasonable efforts to have the ability and capacity to meet such requirements to perform its obligations hereunder in a timely and efficient manner.

1.20 The Clearing Agent and its personnel shall perform its obligations under this Agreement in compliance with laws and regulations and practices in Sri Lanka and shall take all necessary steps to ensure that all employees abide by all safety and laws and legislation in the performance of the services hereunder.

1.20 The Clearing Agent shall take reasonable care to safeguard any of SriLankan Airlines property including the consignment that may have been entrusted to the care or custody of the Clearing Agent or any agents, employees, assistants or representatives of the Service Provider.

1.21 The Clearing Agent shall not do or permit to be done and prevent its employees from doing at the premises of SriLankan Airlines anything which would or may constitute an illegal act, a nuisance or cause a hindrance, annoyance or inconvenience to SriLankan Airlines or other service providers or which might interfere with SriLankan Airlines’ day to day business.

1.22 The Clearing Agent shall comply with and ensure that all personnel, agents or representatives of the Clearing Agent will strictly observe and comply with all security requirements of SriLankan Airlines as may be informed to the Clearing Agent from time to time and other governmental authorities, particularly, including but not limited to the following:
   a) Wear the security pass/identity card issued by SriLankan Airlines and /or the Airport and Aviation Services (Sri Lanka) Limited to such persons;
   b) Confine themselves only to the areas mentioned in the said security pass;
   c) Use security passes for access only for the purposes of performing the services hereunder

1.22 The Clearing Agent shall obtain all security clearances for its personnel, subcontractors to enter SriLankan Airlines premises and Bandaranaike International Airport premises according to the rules and regulations prescribed by Airport & Aviation Services (Sri Lanka) Limited ("AASL") and the Ministry of Defence. Any expenses/costs incurred in respect of the aforementioned will be borne by the Clearing Agent.

1.24 The Clearing Agent shall provide all required documents and details as requested from SriLankan Airlines in order to arrange all the security passes required for the vehicles to enter and/or exit SriLankan Airlines premises in order to perform the services hereunder. Any expenses/costs incurred in respect of the aforementioned will be borne by the Clearing Agent.

2 RATES, INVOICING AND PAYMENT

2.1 SriLankan Airlines shall pay by Cheque to the Clearing Agent at the rates specified in Annex A (Excluding Government Taxes & Statutory Payments) for the services provided under this Agreement.

2.2 The rates and prices set out in Annex A shall be valid from __ to __.

2.3 The advance statutory payments made by the Clearing Agent to shipping lines and ports authorities which include VAT in the invoices shall be submitted in a separate invoice for reimbursement by SriLankan Airlines.
2.4 The Clearing Agent shall submit all other advance payment invoices including Clearing Agent’s SVAT invoices within seven (07) working days from the date of clearance of a shipment with import Full Container Load (FCL) forms duly acknowledged by the yard in respect of FCL shipments.

2.5 The Clearing Agent shall ensure that all the invoices are manually signed and the rates shall be in accordance with Annex A.

2.6 The Clearing Agent shall ensure that all extra payments are approved by SriLankan Airlines prior to clearance of shipments.

2.7 The Clearing Agent shall submit all invoices with relevant documents for approval to the contact details mentioned in Clause 10.10.1 of the Agreement.

2.8 SriLankan Airlines shall settle all invoices, less any amounts as may be deducted/setoff by SriLankan Airlines pursuant to this Agreement, within 30 days of receipt of such invoice. In the event that there is a dispute as to any amount charged in an invoice, SriLankan Airlines shall pay the undisputed amount within 45 days of the receipt of the invoice, and the amount agreed to be paid in respect of the disputed amount if any, shall be paid within 15 days of the settlement of the dispute, save and except in the case of disputes relating to invoices for amounts.

2.9 All payments shall be made in relevant currency as set out in Annex “A”.

2.10 SriLankan Airlines will settle transport charges based on the rates as set out in Annex “A” and the percentage of future increase or decrease of fuel rate by the government will be determined as per the given fuel component therein. (effective from gazette notification date)

3 OBLIGATIONS OF SRILANKAN AIRLINES

3.1 SriLankan Airlines shall send the shipping advice upon receipt of shipping documents to the Clearing Agent.

3.2 The freight charges will be settled by SriLankan Airlines for freight collect shipments upon receipt of freight invoices from the shipping lines or forwarding agent.

3.3 SriLankan Airlines shall arrange an Insurance Surveyor to inspect and accompany damaged shipment.

3.4 SriLankan Airlines shall be entitled to appoint any additional clearing agent in Sri Lanka to collect, receive, handle, clear, transport stock freight shipment from Colombo to Katunayake. Nothing contained in this Agreement shall confer any exclusive right on the Clearing Agent.

3.5 SriLankan Airlines shall have the right to charge liquidated damages against the Clearing Agent as provided in Clause 8 of the Agreement where the Clearing Agent fails to perform the services as required under this Agreement or any non-compliance or breach by the Clearing Agent of any of its obligations under this Agreement.

4 LIABILITY AND INDEMNITY

4.1 The Clearing Agent shall be liable for and shall indemnify and hold harmless and compensate SriLankan Airlines, its directors, employees, servants and agents as third party beneficiaries of this Agreement (collectively referred to as “Indemnites”) from and against any and all liability, loss, damages, costs, claims, fines, penalties, judgements, settlements and/or expenses, including but not limited to attorney’s fees of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against Indemnites in any way relating to, arising out of or in connection in respect to any cargo/consignment handled, stored, cleared, collected, transported or to be handled, stored, cleared, collected, transported by the Clearing Agent pursuant to this Agreement including any loss of, or damage to, or destruction of or theft of or pilferage of the consignment or delay in delivery of or collection of the consignments save and except where such loss or damage or destruction or
theft or delay is due to the gross negligence or wilful misconduct of SriLankan Airlines, its servants and agents.

4.2 The Clearing Agent agrees to indemnify the Indemnities against any and all liability, loss, damages, costs, claims, fines, penalties, judgements, settlements and/or expenses, including but not limited to attorney's fees of any kind or nature whatsoever, which the Indemnities may hereafter incur, suffer, or be required to pay by reason of any claims by any private party, court, or government agency arising from any activity directly or indirectly attributable to the Clearing Agent, including, but not limited, to the use of a bill of lading. In the event that any action, suit, or proceeding is brought against the Indemnities, by any court, government agency, or private party, the Clearing Agent at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Indemnites.

4.3 In the event that the Indemnites are required to pay any fines, penalties, damages, or other sums related to any activity directly or indirectly attributable to the Clearing Agent, including, but not limited, to the use of a bill of lading, the Clearing Agent agrees to indemnify the Indemnites for any such amount that Indemnites may be required to pay, together with reasonable expenses, including attorney's fees, incurred by Indemnites in connection with defending any claim or legal action and/or in obtaining reimbursement from the Clearing Agent.

4.4 The Clearing Agent shall indemnify and hold harmless Indemnities against any and all liability, loss, damages, costs, claims, fines, penalties, judgements, settlements and/or expenses, including but not limited to attorney's fees of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against the Indemnites in any way relating to, arising out of or in connection in respect of:

(i) The services provided by the Clearing Agent under this Agreement and acceptance of any traffic documents;
(ii) handling, loading, transportation, storage and delivery of consignments after the consignments have been accepted or received by the Clearing Agent save and except where the cost, expense, loss or damage is due to the gross negligence or wilful misconduct of the Indemnites;
(iii) Any breach of its obligations, representations and warranties under this Agreement or failure by the Clearing Agent to perform or otherwise fulfil its obligations under this Agreement;
(iv) Any claims by and in respect of any employees of the Clearing Agent under the Workmen's Compensation Ordinance (Chapter 139) and as amended or any applicable statutory provisions, regulatory provisions or contractual obligations;
(v) Any misrepresentation made by the Clearing Agent or its employees, subcontractors in respect to the freight shipments consigned to SriLankan Airlines.

4.5 The Clearing Agent shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its directors, officers, employees, servants and agents from and in respect of all costs and or expenses including but not limited to legal fees, value of consignment, demurrage, storage charges pursuant to the loss, delay or damage to any cargo or consignments handled or to be handled by the Clearing Agent its officers, employees, servants, representatives or on behalf of the Clearing Agent by its subsidiaries whilst in the custody or control of the Clearing Agent or its subsidiaries, except where such loss, delay or damage is due to the gross negligence and/or wilful misconduct of SriLankan Airlines, its servants and agents.

4.6 Each party ("Indemnifying Party") to the Agreement will indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents and representatives ("Indemnified Party") from any and all liability, loss, delay, damage, claims, liens, penalties, judgements, settlements, costs and expenses, including reasonable attorney's fees to the extent caused by negligent acts or omissions of the Indemnifying Party, its directors, officers, employees, agents and representatives or any person acting for or on behalf of the Indemnifying Party (whether such act is negligent or not) in the performance/non-performance of its obligations under the Agreement:
i. for injury to or death of persons, injury and/or damage to property (other than consignments) except where such death or injury and/or damage to property is due to the gross negligence and wilful misconduct of the Indemnified Party;

ii. arising out of or resulting from any violation or non-compliance of applicable law, regulation or other mandate by competent authority, which imposes obligation on the indemnifying party (directly or acting as the representative of the indemnified party);

iii. arising out of or resulting from the infringement or violation of any third-party intellectual property rights by the other party.

4.7 The Indemnified Party will give prompt written notice to the Indemnifying party of any claim, action or proceeding, in respect of which indemnity may be sought hereunder. An indemnified party may participate, in the defense of any such action.

4.8 Neither party to the Agreement shall be liable in contract or tort or otherwise for any indirect, incidental, financial, consequential, special, or punitive damages, costs or expenses, or from any loss of profit, business, contracts, revenues or anticipated savings except to the extent permitted by law.

4.9 Notwithstanding anything to the contrary, SriLankan Airlines maximum liability to the Clearing Agent for any cause whatsoever under this Agreement shall be limited to any payments due and payable to the Clearing Agent under the Agreement.

4.10 No Party shall admit liability on behalf of the other Party without the written approval of that Party. Each Party shall procure that its servants and agents do not admit liability in any circumstance.

5 TERM AND TERMINATION

5.1 This Agreement shall be effective from ____ (“Effective Date”) and shall continue until ___. This Agreement shall automatically stand terminated upon the expiry of the Term of the Agreement.

5.2 Notwithstanding anything to the contrary stated herein, either party may terminate the Agreement without assigning any reasons whatsoever by giving the other party thirty (30) days prior written notice. Termination shall take effect on the expiry of the 30 days’ notice period.

5.3 Without prejudice to clause 5.1, either party shall have the right to terminate this Agreement by giving written notice to the other party upon the happening of any of the following events:

i. if the other party is in breach of any material term or condition of this Agreement and the breaching party has not remedied this breach within 15 days after receipt of the written notification of breach by the other party; or if the breach is incapable of remedy with immediate effect;

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

iii. if the other party shall cease substantially to carry on trade or business or shall threaten to cease substantially to carry on trade or business or fails the maintain the required licenses or authorisations to carry on the trade or business.

5.4 SriLankan Airlines may terminate this Agreement forthwith by notice in writing to the Clearing Agent in the following circumstances:

(i) the Clearing Agent ceases to have the licenses and authorizations necessary to provide the services hereunder;
(ii) if the Clearing Agent is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines’ business or corporate image;

(iii) repeated breach of this Agreement by the Clearing Agent despite such breach are remedied by the Clearing Agent;

(iv) if either Party cease to operate their business (for SriLankan Airlines its airlines business and for the Clearing Agent its clearing and forwarding business) or its license to operate the business (for SriLankan Airlines its airlines business and for the Clearing Agent its clearing and forwarding) is revoked/cancelled/seized.

5.5 The termination of this Agreement howsoever occasioned shall be without prejudice to the accrued rights of each of the parties.

5.6 Upon the termination of this Agreement howsoever occasioned, the Clearing Agent shall:

i. Complete the delivery of any consignment which it has commenced delivery prior to the date of termination of this Agreement in accordance with the terms of this Agreement;

ii. Give notice to SriLankan Airlines of all consignments pending acceptance/delivery in its stores at any location and despatch such consignments on the terms and conditions of this Agreement unless otherwise instructed by SriLankan Airlines;

iii. The Clearing Agent shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for services duly performed in accordance with the terms of this Agreement. The Clearing Agent 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 Clearing Agent (including its agents, employees and representatives) as a result of this Agreement;

iv. Return at its own cost to the SriLankan Airlines all traffic documents, other accountable documents of the Airline, if any, publicity material and other property of SriLankan Airlines entrusted to the Clearing Agent by SriLankan Airlines or in the possession or control of the Clearing Agent and shall account for any deficiency therein.

v. Cease to hold itself out as the Clearing Agent of SriLankan Airlines.

6 INSURANCE

6.1 The Clearing Agent shall, without prejudice to its obligations under Clause 4 and as a condition precedent to this Agreement, at its own cost secure and maintain a Public liability insurance covering death, bodily injury and property damage (including property of SriLankan Airlines) and any other liability under this agreement for a combined single limit of not less than LKR 10 million per occurrence and in the aggregate, acceptable to SriLankan Airlines. The policy shall be extended to include the perils of fire and explosion.

6.2 The clearing agent agrees to arrange and keep in place an insurance covering their liability towards the goods handled by them on behalf of SriLankan Airlines including but not limited such goods under their custody and control or for which they are responsible for. This should include such goods which may be consolidated and / or stored at any interim storage points.

6.3 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Clearing Agent under this Agreement (unless otherwise specified by SriLankan Airlines):

a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.

b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each
c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.

d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Clearing Agent or by any other person and shall remain valid regardless of any breach or violation by the Clearing Agent or any other person of any warranty, declaration or condition contained in such insurances.

e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.

f) The Clearing Agent agrees to arrange and keep in place a workmen’s compensation policy of insurance covering all employees involved in the performance of this agreement. The policy shall be extended to include coverage for the perils of riot and terrorism.

6.4 The Clearing Agent shall pursuant to Clause 6.1 above, provide adequate evidence of insurances effected as aforementioned and shall deposit with SriLankan Airlines such insurances, receipts of premiums, renewals and other documents as may be required by SriLankan Airlines prior to commencement/renewal of providing the Goods under this Agreement.

6.5 In the event the Clearing Agent defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid. Provided that SriLankan Airlines shall be entitled to deduct or charge the Clearing Agent any such amounts expended by it to pay such aforementioned unpaid premiums.

7 FORCE MAJEUER

7.1 A party shall not be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement, if that delay or non-performance is due to an event of Force Majeure events beyond the reasonable control of the Parties such as, including but not limited to, an act of God, fire, flood, earthquake, tsunami, landslides, wind, storm or other natural disaster; public enemy, explosions, epidemics, insurrection, riots or other civil commotion, war, hostilities, terrorist acts or threats, military power, or confiscation, law, judgment, government order, decree, embargo, sanction, blockade or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected Party with all reasonable dispatch.

7.2 The affected party shall give the other Party as soon as possible notice of the occurrence or imminent occurrence of a Force Majeure event as indicated above and the nature and extent of the circumstances giving rise to the event of Force Majeure and where such notice is given verbally it shall be followed immediately in writing.

7.3 In the event the force majeure event relates to performance of services by the Clearing Agent, unless otherwise directed by SriLankan Airlines in writing, the Clearing Agent 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. In case of delays in the completion of performance of the services in accordance to the clearance time frame set forth in the Agreement and/or as informed by SriLankan Airlines from time to time due to any of the force majeure event mentioned above, the clearance time frame for the performance of the services shall be extended accordingly.
If the Event of Force Majeure in question prevails for a continuous period in excess of 30 days after the date on which it began, the non-affected party may give notice of termination to the affected party. The notice to terminate must specify the termination date, which must be not less than 30 days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the contract formed under this Agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this Agreement due to an event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist including without limitation.

In the event that either Party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such Party so incapacitated shall compensate such other for damage and/or loss suffered by such other Party as a result of such strike, lockout or labour trouble.

**8 NON COMPLIANCE, BREACH AND LIQUIDATED DAMAGES**

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

(a) Terminate this Agreement as per Clause 5 of the Agreement: or

(b) Charge the Clearing Agent liquidated damages as at the rate of 25% of the total invoice value for each occurrence of non-compliance or breach during any period of clearance in respect of any applicable shipment, and/or

(c) Obtain the services of another Clearing Agent to carry out the clearing and forwarding services provided under this Agreement, however that in the event any money is expended by SriLankan Airlines on account of the Clearing Agent's non-compliance or breach of its obligations, such said expenditure shall be re-charged and deducted by SriLankan Airlines from the payments to be paid to the Clearing Agent.

8.2 The Clearing Agent shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in such said instances.

8.3 Notwithstanding Clause 8.1(b) above, SriLankan Airlines shall have the right of claiming any other amounts as costs or damages arising from the Clearing Agent's breach, non-compliance of its obligations under this Agreement.

8.4 In the event liquidated damages cannot be recovered from the amounts outstanding under the Agreement, the Clearing Agent shall pay unrecovered liquidated damages to SriLankan Airlines on submission of SriLankan Airlines' claim.

8.5 The payment of liquidated damages under this Agreement shall not relieve the Clearing Agent from any other liability or obligation under the Agreement.

8.6 Delay by, or failure of SriLankan Airlines to demand or collect liquidated damages shall not be construed as a waiver of SriLankan Airlines right to collect such liquidated damages or as acceptance of any delays or deficiencies in the Clearing Agent's performance.

**9 BANK GUARANTEE**

9.1 At the time of execution of this Agreement, the Clearing Agent shall furnish SriLankan Airlines a Bank Guarantee for the sum of Rs.1,100,000/- (Sri Lanka Rupees One million and Hundred Thousand only), 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 satisfactory to SriLankan Airlines as security for the due and proper performance by the Clearing Agent of its obligations under this Agreement. All
applicable bank charges (including any charges at the time of encashment or enhancement of the Bank Guarantee) on such Bank Guarantee shall be borne by the Clearing Agent. The said Bank Guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.

9.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines on the Clearing Agent’s failure (in whole or in part) to complete its obligations under the Agreement. The Clearing Agent shall cause the validity period of the Bank Guarantee to be extended for such period(s) if the performance of its obligations are extended.

9.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Clearing Agent within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Clearing Agent’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.

9.4 In the event, that the Clearing Agent 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 Agreement, the Clearing Agent shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

9.5 SriLankan Airlines shall not make any payments under this Agreement to the Clearing Agent until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 9 of the Agreement.

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

10 GENERAL

10.1 This Agreement including Annex A and B shall consist of the entire agreement and understanding of the parties and all of which shall form an integral part of this Agreement and shall supersede any and all other previous agreements and arrangements, whether written or oral between the parties hereto concerning the subject matter hereof.

10.2 The Clearing Agent shall not assign, transfer in whole or in part its rights and obligations under this Agreement, except with SriLankan Airlines prior written consent. The assignment or transfer of its rights and obligations under this Agreement shall not in any event increase the SriLankan Airlines’ obligations or diminish SriLankan Airlines’ rights under this Agreement.

10.3 The Clearing Agent shall not assign, transfer in whole or in part its obligations under this Agreement, except with SriLankan Airlines prior written consent. The subcontracting of its obligations under the Agreement shall not relieve the Clearing Agent from any liability or obligations under the Agreement and the Clearing Agent shall be responsible for the acts, defaults and negligence of any subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or negligence of the Clearing Agent. The Clearing Agent shall remain fully liable to SriLankan Airlines for the proper performance of subcontracted work as if no such sub-contract had been entered into. The Clearing Agent shall ensure that all subcontracts entered into with subcontractors for the performance of the sub-contracted work shall be in accordance to the terms and conditions of this Agreement and the Parties agree that any such parts or portions of the subcontracts that are not in conformity with the Agreement shall deem to be invalid and no force in law.

10.4 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, relationship or a partnership, joint venture or association, employee or employer relationship 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
incurs 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 and shall not under any circumstances be considered a representative or agent of SriLankan Airlines.

10.5 Neither failure nor delay on the part of either party 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 either party 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 either party of any right, remedy, power or privilege with respect to any occurrence or the breach of any condition and obligations undertaken by the other party under this Agreement be construed as a waiver thereof with respect to any other occurrence. A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or any other breach or default under this Agreement.

10.6 The rights and remedies of each of the parties against the other for the breach of any condition and for obligations undertaken by the other under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of that other.

10.7 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. Any claim SriLankan Airlines may have against the Clearing Agent may be set off against monies owed to the Clearing Agent under this Agreement or any other Agreement. The rights and remedies provided under the Agreement are cumulative and not exclusive of any remedies provided by law or any other right or remedy.

10.8 This Agreement shall not be varied, modified or amended otherwise than by an instrument in writing executed by or on behalf of SriLankan Airlines and the Clearing Agent by their duly authorised signatories; provided however that it is expressly agreed by and between the parties that this Agreement shall not be modified, varied or amended by any terms, conditions or limitations contained in the Clearing Agent’s Standard Trading Conditions or other document notwithstanding any sign off by SriLankan Airlines or its representative on such document.

10.9 If any terms or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be determined to be invalid or illegal or unenforceable by any rule or law, or public policy, all other conditions and provisions of this Agreement or application of such term or provision to persons or circumstances (other than those to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Agreement) not be affected thereby and such term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. 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.

10.10 Notices:

10.10.1 Except otherwise as specified in the Agreement, any notice, requests, demands or communication required or pursuant to this Agreement to be served or given by either party to the other party shall be served or given in writing and in the English language and shall be sent or delivered by hand delivery or by registered mail or by email or facsimile transmission to the designated officer and address set out below and/or addresses as informed by either party to the other party from time to time.

In the case of SriLankan Airlines to:

In the case of the Clearing Agent to:
10.10.2 A notice shall become effective as follows:

(i) In the case of hand delivery on delivery;
(ii) In the case of registered mail, five (05) Business Days upon sending the registered mail;
(iii) In the case of courier, three (03) Business Days upon sending the courier;
(iv) in the case of facsimile or email transmission, 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.

10.10.3 A party to this Agreement must notify the other party of any changes to the address or any of the other details specified under this Clause 10.10; 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.

10.10.4 Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

10.11 Survival of Clauses:

10.11.1 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, 8, 9, 10, 11, 12);
(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.

10.2.1 In addition to, and in no way limiting the foregoing, any other provisions that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

10.12 Except as otherwise provided by this Agreement, each party is responsible for its own costs and risks in relation to the negotiation and preparation of this Agreement and all things to be done under this Agreement.

10.13 Time shall be of essence with respect to each and every obligation of the Clearing Agent hereunder and under the Agreement.

10.14 Publicity:

10.2.2 The Clearing Agent shall not issue any press release or other public or media announcement related to this Agreement or the services performed under this Agreement, whether written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order.

10.2.3 The Clearing Agent 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 business without SriLankan Airlines prior written approval.
10.15 The Agreement shall be written in English. All correspondence and other documents pertaining to the Agreement which are exchanged by the Parties shall be written in the English language.

10.16 **Intellectual Property Rights**

10.16.1 SriLankan Airlines does not grant the Clearing Agent any right, title or interest in any of its copyright, design rights, patents, trade-marks, trade names, logos, data base rights, labels, service marks, other distinctive brand features or business identifiers, applications for any of the above, moral rights, know-how, domain names or any other intellectual or industrial property rights (and any licences in connection with any of the same) whether or not registered or capable of registration and whether subsisting in Sri Lanka or any other part of the world (hereinafter referred to as "Intellectual Property Rights") except as expressly authorised in writing by SriLankan Airlines and the Clearing Agent shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.

10.16.2 The Clearing Agent shall comply with any and all instructions issued by SriLankan Airlines in relation to the display of any Intellectual Property Rights of SriLankan Airline. Upon expiry or earlier termination of this Agreement, the Clearing Agent shall immediately cease and desist for all times from any use of or reference to SriLankan Airlines’ Intellectual Property Rights and shall return to SriLankan Airlines’ copies or materials containing such Intellectual Property Rights.

10.17 In this Contract 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.

11 **CONFIDENTIALITY**

11.1 For the purpose of this Clause, "Confidential Information" means all informations disclosed or furnished, traffic/shipping documents relating to the shipment of consignment, invoices, purchase orders, financial information, any information relating to the operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs of the disclosing terms of this Agreement, or to the negotiations relating thereto and any information relating to the business and operations of either party or information of a secret or confidential nature disclosed or furnished (whether in writing, verbally or by any other means and whether directly or indirectly) by one party or any person on behalf of such party (the "Disclosing Party") to the other party or to any person on behalf of such party (the "Receiving Party").

11.2 The Receiving Party shall not or shall not allow without the Disclosing Party's prior written consent, disclose, use, publish, disseminate or otherwise communicate directly or indirectly in whole or in part at any time or in any manner the Agreement, or any provision thereof, or any Confidential
Information in connection therewith to any person other than a person employed by the Receiving Party in the performance of the Agreement. Disclosure to any such employed person 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. Such persons shall not disclose, use, publish, disseminate or otherwise communicate directly or indirectly in whole or in part at any time or in any manner any of the Confidential Information without the Disclosing Party’s prior written consent and the Receiving Party shall be liable for any disclosure of Confidential Information in breach of this Clause.

11.3 During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever the Receiving Party shall:
   (i) keep the Confidential Information secret and confidential;
   (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party;
   (iii) Not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11.4 The Receiving Party shall not without the prior written consent of the Disclosing Party, make use of any document or information enumerated in Clause 11.1, except for purposes of performing the Agreement.

11.5 Any document, other than the Agreement itself, enumerated in Clause 11.1 shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party on completion of the Receiving Party’s performance under the Agreement, if so required by the Disclosing Party.

11.6 There will be no breach of the obligations of the Receiving Party under this Agreement if the Confidential Information is legally required to be disclosed divulged by any court, tribunal or governmental authority with competent jurisdiction to which the Receiving Party is subject or the circumstances of its disclosure are permitted by this Agreement.

11.7 The obligations of confidentiality under Clause 11 shall not apply to any Confidential Information to the extent that it:
   11.7.1 comes within the public domain other than through breach of Clause 11.2 and 11.3 of the Agreement;
   11.7.2 is known to the Receiving Party before the disclosure to it by Disclosing Party; or
   11.7.3 is disclosed with the Disclosing Party’s prior written approval to the disclosure.
   11.7.4 was developed by the Receiving Party independently without using any of the Confidential Information received from Disclosing Party; or
   11.7.5 as shown by reasonably documented proof, was received by the Receiving Party in good faith from a third party not subject to a confidential obligation under any other agreement;

11.8 Confidentiality shall continue in force for a period of 2 years after the expiry of the Term or termination of the Contract for whatsoever reasons.

11.9 The Receiving Party shall indemnify the Disclosing Party against any loss or damage which the Disclosing Party may suffer or for which the Disclosing Party may become liable as a result of:
   11.9.1 any disclosure or use of Confidential Information in breach of this Agreement by the Receiving Party; or
11.9.2 any unauthorised disclosure or use of Confidential Information by an authorised persons of the Receiving Party.

12 GOVERNING LAW

12.1 This Agreement hereunder shall be governed by the laws of Sri Lanka.

12.1 The courts of the Western Province in the Democratic Socialist Republic of Sri Lanka shall have exclusive jurisdiction in connection with this Agreement.

IN WITNESS WHEREOF the authorized signatories of SriLankan Airlines have placed their signature hereunto and have caused his signature to be place hereunto and to one other of the same tenor on the date first referred to above.

The authorized signatories of

SRILANKAN AIRLINES LIMITED

Has placed his signature hereunto

...............................................   ............................................
Name:       Name:
Designation:      Designation:
Witness:      Witness:

...............................................   ............................................
Name:       Name :
Designation:      Designation:
ANNEX A

RATES IN LKR (Excluding Government Taxes & Statutory Payments)

CONTAINERIZED (20 FT)

CONTAINERIZED (40 FT)

BREAK BULK

EXPORT – CONTAINERIZED 20’ / 40’
ANNEX B

1. Service Levels –

The below criteria will be closely observed:

b) The clearance should effect within three working days or shorter period after receiving original or copy docs with surrender notices as requested by SriLankan Airlines due to operational reasons.

c) If the shipping documents are given late by SriLankan Airlines due to some reason, the delivery should be advanced than above time limit to minimise port demurrage.

d) Service Provider should use proper transport resources with valid licence and other requirement to transport goods as per rules and regulations of Sri Lanka Ports Authority such as man power (A Cleaner should accompany the vehicle for each delivery) and insurance limits to meet its obligations.

e) SriLankan Airlines will not undertake the responsibility of any consequences which occur within port premises in respect of the vehicles used by the Clearing Agent and in case any issue with such vehicles the Clearing Agent shall arrange alternative transport to get the goods cleared from the said premises.

f) In case If Clearing Agent is unable to do the clearance within three working days after receiving original shipping documents in advance, the port and shipping line demurrage charges will be debited to Clearing Agent’s clearance invoice upon request of explanations in writing which should be justifiable for not doing so within fourteen days from the clearance date.

g) If there’s any damages taken place when the goods are in transit after clearing, the Service Provider should take the responsibility of the damage goods and pay the cost of same to SriLankan Airlines, if SriLankan Airlines. A wharf clerk should accompany the goods and receive proper acknowledgement from stores concern for each and every delivery. A copy acknowledgement should be attached to service provider clearance invoice.

h) No invoices will be approved for payment in respect of FCL deliveries if yard FCL acknowledgement form is not attached along with the clearance debit notes.