INVITATION FOR SUBMISSION OF BIDS FOR
PROVISION OF A FREIGHT FORWARDING SERVICE PROVIDER TO HANDLE SRILANKAN AIRLINES' IMPORT & EXPORT CONSIGNMENTS FROM/TO USA AND CANADA, FROM/TO COLOMBO, ON SERVICE FREIGHT/FREIGHT COLLECT BASIS BY AIR & DOOR TO DESTINATION AIRPORT AND ORIGIN AIRPORT TO DOOR DELIVERY OF CARGO
FOR TWO (02) YEARS

REFERENCE NO: FF/RFP/USA/CANADA/2026

ENTERPRISE PROCUREMENT COMMITTEE,
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 a bid for **Provision of a freight forwarding service provider to handle SriLankan Airlines' import & export consignments from/to USA and Canada, from/to Colombo** 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: Non-collusion Declaration Form • Annexure F: Performance Bond • Annexure G: Clientele Information Form • Annexure H: Vendor Information Form • Annexure I: 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: Technical/General Specifications & Compliance form • Annexure C: Price Schedule Form • Annexure D: Bid Securing Declaration Form • Annexure F: Performance Bond • Annexure G: Clientele Information Form • Annexure H: Vendor Information For • Annexure E: Non-collusion Declaration 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 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.
6. Currency	6.1 The Locally registered service providers shall submit their rate sheets in Sri Lankan Rupees (LKR) and the foreign service providers shall submit their rate sheets in United States Dollars (USD).
7. Documents to Establish Conformity of the service	7.1 The Bidder shall submit documents stated in 8. 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 until 16.03.2027 (**91 days** from the bid closing date).
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.

10. Format and Signing of Bid	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.
D: Submission and Opening of Bid	
11. Submission of Bid	11.1 Bidders shall submit their bids by email to the email address: inflightproc@srilankan.com. (Please note that Maximum email size per email that can be received, including attachments is 35MB.) 11.2 The subject of the email shall bear the specific identification of this bid exercise as indicated follows: "**Invitation for Submission of Bids for Provision of a Freight Forwarding Service Provider to Handle SriLankan Airlines' Import & Export Consignments from/to USA and Canada, from/to Colombo - No: FF/RFP/USA/CANADA/2026**"
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 online via with the participation of the Bidders joining online, on the date and time specified in the Data Sheet. 14.2 A representative of the bidders may join the bid opening session online via MS Teams 14.3 If any bidder wishes to participate for bid opening session, please contact SriLankan Airlines staff well in advance and send one email address to receive the meeting request invitation. 14.4 Presence of the Bidder, will not necessarily ensure selection of the proposed services.
F: Evaluation and Comparison of Bid	
15.Clarifications	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 Sri Lankan Airlines shall not be considered. 15.2 SriLankan Airlines' request for clarification and the response shall be emailed to 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 SriLankan Airlines.

17.Evaluation of bid	17.1 The service will be subjected to a technical evaluation based on the following criteria: I. Shall have consistent and strong representation/ coverage within USA and Canada with bonded ware-housing and trucking facilities II. a). Clientele shall comprise at least two (02) globally recognized brands including Airlines (Client references should be included) b). Shall have the experience of minimum 3 years in handling airline shipments III. Compliance for minimum mandatory eligibility criteria as in Annexure B **(Non compliancy of these criteria shall lead to rejection of the bid)** IV. Technical criteria as per the 4. SCOPE OF WORK in Section III (Schedule of Requirements) V. Client feedback VI. Total cost (Exchange rates will be calculated as per the selling rates of Central bank of Sri Lanka on the bid opening date)
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 A letter will be sent to all bidders indicating the successful bidder. 20.3 An unsuccessful bidder may request a debriefing within 3 working days. 20.4 A bidder may submit an appeal to the relevant Procurement Appeal Committee/Board within the standstill period (The standstill period is 7 working days from the date of notification). 20.5 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it. 20.6 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 equivalent to 5 % of the total estimated cost, using the Performance Security Form included in Annexure F. 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.

Section II: Data Sheet

ITB. Clause Reference	
11.1	The email address for the submission of Bids is: inflightproc@srilankan.com. (Please note that Maximum email size per email that can be received, including attachments is 35MB.) **One email address shall be provided one day in advance if the bidder wishes to participate in the bid opening session online via MS Teams.**
12.1	Deadline for submission of bids is on or before **14.12.2026, 1000 hrs.** Sri Lanka Time (GMT +5:30) **One email address shall be provided one day in advance if the bidder wishes to participate for the bid opening session online via MS Teams.**
14.1	Opening of bids on **14.12.2026, 1015 hrs.** Sri Lanka Time (GMT +5:30).
15.2	**For Clarification/participating for bid opening:** Telephone: +94 (0) 19733 2773 E mail address: nipuna.fernando@srilankan.com dinithi.balasooriya@srilankan.com

Section III – Schedule of Requirements

1. ESTIMATED WEIGHTAGE & NO OF SHIPMENTS

Please download the rate sheet from below mention link and send us **soft copy** as follows.

https://www.srilankan.com/download/Ratesheets_USAandCanada_2026.xlsx

I. A **soft copy (MS Excel)** of the properly filled rate sheet with the **final and best rates** of the bidder shall be sent in a to the secure email box inflightproc@srilankan.com along with the bid.

** Please note that the figures are estimated figures for **two (02) years** and would differ depending on flight frequency, cargo movements, future maintenance requirements, etc.

2. MANDATORY MINIMUM ELIGIBILITY CRITERIA (Non compliancy of these criteria shall lead to rejection of the bid)

I. Shall have consistent and strong representation/ coverage within USA and Canada with bonded warehousing and trucking facilities

II. a). Clientele shall comprise at least two (02) globally recognized brands including Airlines (Client references should be included)
b). Shall have the experience of minimum 3 years in handling airline shipments

III. Shall have an Insurance cover (Please specify the amount of insurance coverage)

IV. Shall possess DG license to handle DG shipments.

V. Ability to deliver the Service Levels required by SriLankan Airlines detailed under 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

VI. Shall maintain a 24/7 operating AOG desk with a single point of contact and 100% contact ability.

VII. Shall provide rates for all DG, AOG, and Routine shipments as stated in the rate sheet

VIII. Respective freight forwarders need to be a CNS (Cargo Network Services) Settlement member. (Please furnish proof of membership).

IX. **Confirmation to the clauses in the contract**
Agree to accept all terms and conditions specified in the Draft Contract in "Annexure I") and the Contract Data Without any material deviation or reservation. Please mention your concerns (if any) in remarks column.

3. NON-MANDATORY REQUIREMENTS

I. Having pre-existing Airline agreements for carriage of freight, with negotiated rates, preferential booking status and strong relationships.

II. Shall possess on-line tracking and tracing facility to track shipments.

III. Ability to provide proof of pick-up / delivery and any intermediate transfer of responsibility

IV. Having a detailed corporate code of conduct for ethics, practices and environmental protection

V. SriLankan Airlines Cargo Business Application access.

VI. A network coverage map for each territory with trucking rates including full truck load, ULD rates and loose cargo rates

VII. Shall have warehouse facilities within 100 Km from the designated airports in schedule of requirement

VIII. Shall possess on-line tracking and tracing facility with the below mentioned requirements as minimum. (Please provide the URL and a sample AWB number to check the facility)

i. Visibility of consignment location throughout the point-to-point logistics process.
ii. Shall have detailed reporting capability on historical data:
iii. A mechanism to track the actual performance with agreed service level.
iv. Ability to provide per consignment costs with detailed breakdown of cost elements (land side charges/ Trucking charges/ Freight charges and all related surcharges as per the agreed tariff)

IX. Shall provide a **credit period of 45-60 days** from receipt of an accurate invoice and relevant supporting documentation.

4. SCOPE OF WORK

Obligations and attendant requirements of the freight forwarder shall include, but not limited to the following:

I. Imports into Sri Lanka
Handling and forwarding of import consignments from points of origin in the defined territories, into Sri Lanka:
1. Door to CMB airport
2. Airport to airport

II. Export, clearance and delivery of consignments originating from Sri Lanka
Clearance and delivery of aircraft spares and other export consignments sent from Sri Lanka to destination points in the defined territories:
1. Airport to airport
2. CMB Airport to consignee delivery point

III. Pickup / receive, appropriate handling and customs documentation, road transportation, warehousing (if required), consolidation (as per instructions from SriLankan Airlines) from the point of origin (supplier / service provider's facility) to the agreed Airport for onwards shipping (as individual shipments or as consolidated shipments) to Sri Lanka as to meet the defined service levels in 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

IV. Clearance, collection, transport and deliver Freight Consignments from SriLankan Airlines Ltd to SriLankan Airline's repair agents based in the defined territories.

V. Liaise with consignors, consignees and any other relevant parties (Licensing authorities in overseas countries) on behalf of SriLankan Airlines Ltd regarding all issues pertaining to Freight Consignments consigned to SriLankan Airlines or forwarded from SriLankan Airlines.

VI. Liaise with SriLankan Airlines Logistics Department in Colombo, Cargo offices at on-line destinations and Airport handling agents, on behalf of SriLankan Airlines Ltd and for the sole purpose of performing the contracted forwarding services.

VII. The forwarder / service provider shall at all times comply with the Service Level's requirements of 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements). Ensure that all Freight Consignments collected from or delivered by SriLankan Airlines' suppliers, repair agents and consigned to SriLankan Airlines Ltd (or as required by SriLankan Airlines Ltd) are dispatched.

VIII. Service freight consignments carried by SriLankan Airlines (if applicable) are subject to space availability. First preference shall be given to flights operated by SriLankan Airlines for the consignments to be brought as service freight wherever possible and consignments which cannot be carried on SriLankan Airlines which are required on AOG/Routine basis will be forwarded as per below options:

- Through arrangements made with the interline partners coordinated by the Cargo Pricing and Capacity Control department of SriLankan Airlines.
- When the above is not possible, arrangements are to be made at the rates detailed in Annex 'C', using pre-agreed reputed and reliable air carriers with whom the forwarder has established preferential agreements.

Such consignment to be received at the Bandaranaike International Airport, Katunayake, Sri Lanka or SriLankan Airlines warehouse in accordance with the conditions of 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

IX. Ensure prompt custom clearance and completion of all necessary documentation and formalities at Airports on arrival or dispatch (including transshipment) of freight/service freight consignments to meet the defined service levels at 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

X. Freight Forwarder shall be responsible for all shipments which are under their custody.

XI. Check the availability of comprehensive documentation of items to be shipped or uplifted for air carriage to comply with Government, Customs and IATA / CAA / FAA / EASA regulations and other applicable regulations while accepting the consignments from the supplier, repair agent or station.

XII. Ensure that freight/service freight consignments are accepted for air transportation:

i) Do not contain prohibited items/non-UL consignments

ii) According to the documentation provided by supplier, repair agent or station.

iii) Are adequately packed, labelled and documented in accordance with the purchase order from SriLankan Airlines and/or documents provided by the supplier, repair agent or station and/or any IATA, CAA, FAA, EASA, or other required/ applicable regulations and TACT Rules;

iv) Are ready for carriage in a timely manner; and

v) Do not show any signs of visible damage in outward appearance from the time of receiving the goods from the supplier, repair agent and station until handing over to the airline or its appointed representative for air transportation.

XIII. Ensure that all details pertaining to a consignment, as indicated on the Airway Bill are correct.

XIV. Be logistically and technically capable of conducting a 24 x 7 operation, especially to handle AOG consignments.

XV. Operate a 24/7-AOG desk with a single point of contact, 100% contactability and response not exceeding the response times defined in 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

XVI. The freight forwarder shall possess the handling and documentation flexibility to change the priority from Routine to AOG status and vice versa when required by SriLankan Airlines.

XVII. Provide SriLankan Airlines with accurate and timely information/ pre-alerts regarding freight/service freight consignments handled on behalf of SriLankan Airlines; such information shall include purchase order number, description of goods, part/serial number (if applicable), Airway Bill number, quantity, flight details, date and port of receipt/ delivery etc. Any changes regarding the parameters of such information/ pre-alerts required by SriLankan Airlines shall be facilitated by the freight forwarder

XVIII. Provide on-line, real-time tracking and tracing facilities for authorized SriLankan Airline's personnel to monitor the movement of freight/service freight consignments. The freight forwarder will also train the authorized SriLankan Airline's staff to use this facility on an FOC basis.

XIX. Possess the necessary licenses or approvals to handle the varied nature of freight/service freight consignments such as DG regulated items, liquor, perishables, repair & return consignments etc. both locally (Sri Lanka) and overseas.

XX. In addition to online consignment tracking, the forwarders' ERP system should provide SriLankan Airlines detailed reports including graphical illustration of the total volume shipped, sector- wise and detailed freight costs, Service Level's achieved, any compensation amounts due by the freight forwarder to SriLankan Airlines. The format of this report shall be discussed and agreed before-hand.

XXI. Provide SriLankan Airlines a fortnightly/ monthly master invoice, with relevant details. The format shall be discussed and agreed before-hand.

XXII. Provide comprehensive documentation of items to be uplifted for air carriage to comply with Government, Customs, IATA and other applicable regulations.

XXIII. Maintain the Service Level's defined in 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

5. PRICES, SERVICE LEVEL REVIEW, INVOICING AND PAYMENT

I. The agreed rates shall remain fixed for the term of the agreement for two (02) years period. The extension is at the discretion of SriLankan Airlines.

II. Service Level's and overall performance review will be carried out as and when required by SriLankan Airlines. The performance review sampling can be done for any period greater than 1 month within the contract period.

III. The freight forwarder shall invoice SriLankan Airlines for all the freight/schedule consignments received, transported and shipped by the freight forwarder pursuant to the rates set out in the agreement.

IV. The freight forwarder shall forward invoices and all relevant supporting documentation, including actual third-party related expenses (to an address which will be specified in due course) in arrears on fortnightly basis, along with a master copy indicating the breakdown of consignments handled. Also, such details should be posted on online tracking system.

V. Shall provide a **credit period of minimum 30 days** from receipt of an accurate invoice and relevant supporting documentation.

6. LIABILITY / INDEMNITY

I. The Freight Forwarder shall indemnify, hold harmless and reimburse SriLankan Airlines, its directors, officers, employees, representative, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, disbursements, all costs and or expenses including but not limited to legal fees, of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against SriLankan Airlines in any way relating to, arising out of or in connection with the,

(i) cargo/consignment handled, packed, stored, cleared, collected, transported or to be handled, stored, cleared, packed, collected, transported by the Freight Forwarder / or its permitted subcontractors/service providers pursuant to this Agreement whilst in the custody or control of the Freight Forwarder or the subcontractors/service providers s including any loss, robbery, theft or damage or destruction of the cargo/consignment, save and except where such loss or damage or destruction is due to the gross negligence or willful misconduct of SriLankan Airlines, its servants and agents;

(ii) acceptance of any cargo by the Freight Forwarder for carriage by SriLankan Airlines which arises prior to the cargo being handed over to SriLankan Airlines for carriage;

(iii) breach or failure by the Freight Forwarder to perform any of its obligations, representations and warranties under the Agreement or fulfil any covenants under this Agreement or violation or non-compliance of any laws, regulations and/or directive by the Freight Forwarder or infringement of any intellectual property rights of SriLankan Airlines and/or any third party by the Freight Forwarder;

(iv) collection, receipt, handling, acceptance, clearance, loading, cartage, haulage, transportation, storage and delivery or dispatching of cargo/consignment to the consignees, consignors, owner of the goods or to the handling agent of SriLankan Airlines in the respective overseas airports/stations or delivery of the cargo/consignment to the receiving points designated by SriLankan Airlines or consignees, consignors, owner of the goods including any delay thereof by the Freight Forwarder whilst the cargo/consignments is in the custody/control of the Freight Forwarder or its subcontractors/ service providers.

(v) workman's compensations, claims or demands made by any employees of the Freight Forwarder / subcontractors of the Freight Forwarder;

(vi) claims made by third parties providing services or goods to Freight Forwarder / to discharge its obligations under the Agreement;

(vii) any death or injury to any third party or employee of SriLankan Airlines or the Freight Forwarder (its employees, agents, representatives or any third party) arising out of the performance of this Agreement except where such death or injury is due to the gross negligence and willful misconduct of SriLankan Airlines, its servants or agents;

(viii) third party charges in respect of transportation, handling, collection, delivery of cargo handled or to be handled and all port/ airport duties, fines, impost demurrage, storage charges arising in respect of any cargo handled or to be handled by Freight Forwarder pursuant to the Agreement

II. The Freight Forwarder shall indemnify, and hold harmless and reimburse SriLankan Airlines, its directors, officers, employees, representative, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, disbursements, in respect of all costs and or expenses including but not limited to legal fees, of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against SriLankan Airlines in any way relating to, arising out of or in connection with,

(i) any misrepresentation, neglect act, default, omission or willful misconduct of the Freight Forwarder or its employees, subcontractors/service providers in respect to the freight shipments consigned to SriLankan Airlines or forwarded from SriLankan Airlines pursuant to the Agreement;

(ii) issuance, completion or acceptance of any Airway bill or other document of carriage for the carriage of cargo by the Freight Forwarder, its subcontractors/ service providers including any liabilities, losses, in respect of lost, stolen or fraudulent air waybills.

III. SriLankan Airlines shall indemnify and hold harmless the Freight Forwarder, its directors, officers, employees, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, all costs and expenses including but not limited to legal fees that is incurred by the Freight Forwarder in respect of,

(i) claims made by third parties pursuant to loss of damage to any of the cargo handled pursuant to this Agreement whilst in the custody or control of SriLankan Airlines and carriage of cargo by air by SriLankan Airlines, provided that such indemnification shall not cover losses or damage to the said cargo caused by the negligence, default or willful misconduct of the Freight Forwarder, its directors, employees, servants and agents or whilst the said cargo is in the custody and control of the Freight Forwarder ,

(ii) Breach by SriLankan Airlines of its obligations under the Agreement or violation of any applicable law by SriLankan Airlines provided that the liability of SriLankan Airlines pursuant to this clause shall be limited to the limits set out in SriLankan Airlines' Conditions of Carriage for Cargo.

7. GENERAL INFORMATION

I. All shipping terms used shall be as stated in the latest edition of Incoterms.

II. SriLankan Airlines reserves the right to reject any tender in whole or part without giving a reason.

III. SriLankan Airlines reserves the right to award the based on operational requirements and award the tender to one single bidder or several bidders.

IV. SriLankan Airlines is not bound to accept the lowest tender of any tenderer and will not be responsible for or pay any expenses or loss which may be incurred by any tenderer in the preparation or forwarding of its bid.

8. SUBMISSION REQUIREMENTS

8.1 Submission of Bids

The Proposal should contain the following documents:

(a) Brief Profile & Track Record of the Company with details of work of similar nature undertaken (including details of representation in Sri Lanka, Airline/ Transport partners, etc.).

(b) Details of designated office and world-wide office contact person to be provided with addresses, telephone/ fax numbers, e-mail addresses and their operating business hours.

(c) Storage and warehouse facilities.

(d) The exact information on Eligibility Criteria with supporting documents. The compliance of the mandatory minimum eligibility criteria detailed under 2. MANDATORY MINIMUM ELIGIBILITY CRITERIA in Section III (Schedule of Requirements).

(e) List of current clientele.

(f) The utilized flight routes from each location should be included.

(g) Details of on-line tracing and tracking facility.

(h) Copies of the Audited Financial Reports for past three years.

(i) Completed Tender Application Form, Tender Compliance Form, Vendor Information Form.

8.2 Submission of Rate Sheet

I. Bidders must submit their proposal based on the rate sheet provided in Annex C. Prices for all categories and locations mentioned in the rate sheet shall be mandatorily filled by bidder.

II. The Local service providers shall submit their rate sheets in Sri Lankan Rupees (LKR) and the Foreign Service providers shall submit their rate sheets in United States of Dollars (USD). 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 to the email address inflightproc@srilankan.com by 1000 hours (Sri Lankan time: GMT +0530) before 14.12.2026. Tenders not received by this date and time shall be liable for rejection. Any clarifications or queries raised by a Bidder relating to the documents or any of the bid requirements shall be submitted in via email 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 dinithi.balasooriya@srilankan.com , nipuna.fernando@srilankan.com .

9. SERVICE LEVELS & ADDITIONAL REMARKS

Service Level's relating to consignments forwarded to SriLankan Airlines from Suppliers, Repair agents, Stations, and the consignments forwarded from SriLankan Airlines to Repair agents and Stations are classified as follows:

Table 1. Service Level's for non-DG shipments/consignments

Type of Consignment	Definition	Requirement	Delivery between the supplier facility to/from applicable USA or Canada Airport		Delivery between USA or Canada airport to/from Colombo Airport		Single Point of contact Response Time	
			Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Consignments should be handed over/uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	98%	1 Day	98%	2 Days	100%	30 Min
Routine	Relating to day-to-day operations.	Should be handed over/uplifted to meet the " Not to exceed time "	90%	2 days	90%	3 days	100%	12 hours

Table 2. Service Level's for DG shipments/consignments

Type of Consignment	Definition	Requirement		Delivery between the supplier facility to/from applicable USA or Canada Airport		Delivery between USA or Canada airport to/from Colombo Airport		Single Point of contact Response Time	
				Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Shipments should be uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	Passenger Flight	98%	1 Day	98%	2 Days	100%	30 Min
			Cargo Flight	98%	2 days	98%	2 days	100%	30 Min
Routine (Airfreight)	Relating to day-to-day operations	Should be uplifted to meet the " Not to exceed time"	Passenger Flight	90%	2 days	90%	5 days	100%	2 hours
			Cargo Flight	90%	3 days	90%	6 days	100%	2 hours

Only SriLankan Airlines will be responsible to classify or upgrade the status of the consignments, based on operational requirements.

Additional Remarks:

A. Expected Service Level percentage for consignments – As given above.

B. Ensure that SriLankan Airlines is informed regarding the consignment details of AOG consignments within a maximum time frame of 30 minutes from receipt of such consignment notifications from either SriLankan Airlines or the supplier of SriLankan Airlines.

C. AOG Freight Consignments –
Consignment should reach the required destination in the most efficient manner (shortest time period) and must be delivered within the "Not to exceed time to CMB" as detailed above.

D. For any AOG consignment non-performed as per the given Service Level's shall be considered as a routine consignment to exclude the AOG charges

E. For the DG Consignment Handling (Must possess DG License), it is the responsibility of freight forwarder / service provider to liaise with respective countries, Civil Aviation Authorities and ensure that all documentation and approvals being initiated and obtained in order to meet the "Not to exceed time" given above.

F. If applicable, all extra and hazardous packing charges relate to any consignment needs to be approved in advance of the consignment and the actual bills shall be submitted along with the relevant invoice.

G. Routine Service Freight Consignments – Consignments should reach the destination in the most economical and efficient manner and must be delivered within the "Not to exceed time" detailed above.

10. Eligible Bidders

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

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

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

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

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

Section IV - Bid Submission Form

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

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

Date: ..... [Insert date (as day, month and year) of Bid Submission]

No: ..... [insert number of bidding process]

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services.

(c) The total price of our Bid without VAT, including any discounts offered is: LKR/USD [insert the total bid price in words and figures];

(d) The total price of our Bid including VAT, and any discounts offered is: LKR/USD [insert the total bid price in words and figures];

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 8.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance bond in accordance with ITB Clause 21 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with 10. ELIGIBLE BIDDERS in Section III (Schedule of Requirements)

(h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the National Procurement Agency;

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed: ..... *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of bidder]*

Dated on ..... day of ....., ... *[insert the date of signing]*

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 9. 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

ANNEXURE A: Bid Acknowledgement Form

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

IMPORTANT

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

…….

Invitation for Submission of Bids for ……. **Reference No - .../....** is hereby acknowledged.

☐ may expect to receive our proposal on or before

……

……

……

☐ We do not intend to submit a proposal because

……

……

Item	**Details**
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

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

Signed: ……

Designation : ……

Company : ……

Date : ……

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

ANNEXURE B - Technical/General Specifications & Compliance form

Name of the Bidder : .....

Running Number	Minimum Eligibility Criteria (Mandatory)	Bidder's Response (Yes/No)	Remarks
1.	Shall have consistent and strong representation/ coverage within USA and Canada with bonded ware-housing and trucking facilities		
2.	a). Clientele shall comprise at least two (02) globally recognized brands including Airlines (Client references should be included)		
	b). Shall have the experience of minimum 3 years in handling airline shipments		
3.	Shall have Insurance cover (Please specify the amount of insurance coverage)		
4.	Shall possess DG license to handle DG shipments.		
5.	Ability to deliver the Service Level's required by SriLankan Airlines detailed under 9. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements)		
6.	Shall maintain a 24/7 operating AOG desk with a single point of contact and 100% contact ability.		
7.	Shall provide rates for all DG, AOG and Routine shipments as stated in the rate sheet		
8.	Respective freight forwarders need to be a CNS (Cargo Network Services) member. (Please furnish proof of membership).		
9.	**Confirmation to provide the Performance Bond** (Equivalent to 5 % of the total estimated cost of the tender)		
10.	**Confirmation to the clauses in the contract** Agree to accept all terms and conditions specified in the Draft Contract in "Annexure I") and the Contract Data Without any material deviation or reservation. Please mention your concerns (if any) in remarks column.		

Running Number	Non-Mandatory Criteria	Bidder's Response (Yes/ No)	Remarks
1.	Having pre-existing Airline agreements for carriage of freight, with negotiated rates, preferential booking status and strong relationships.		
2.	Ability to provide proof of pick-up / delivery and any intermediate transfer of responsibility.		
3.	Having a detailed corporate code of conduct for ethics, practices and environmental protection		
4.	Shall have warehouse / Agents' facilities within 100 Km from below mentioned airports		
5.	SriLankan Airlines Cargo Business Application access.		
6.	Please include a network coverage map for each territory with trucking rates including full truck load, ULD rates and loose cargo rates		
7.	Shall possess on-line tracking and tracing facility with the below mentioned requirements as minimum. (Please provide the URL and a sample AWB number to check the facility) i. Visibility of consignment location throughout the point-to-point logistics process. ii. Shall have detailed reporting capability on historical data: iii. A mechanism to track the actual performance with agreed service level. iv. Ability to provide consignment costs with detailed breakdown of cost elements (land side charges/ Trucking charges/ Freight charges and all related surcharges as per the agreed tariff)		

ANNEXURE C: Price Schedule Form (Rate Sheet)

Please download the rate sheet from below mention link and send us **soft copy** as follows.
https://www.srilankan.com/download/Ratesheets_USAandCanada_2026.xlsx

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 to the secure email box inflightproc@srilankan.com along with the bid.

ANNEXURE D: Bid-Securing Declaration

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

[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 **two (02) 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) fifty-six 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]*

ANNEXURE E: Non-collusion Declaration Form

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

Annexure III of Chapter 01

Non-collusion Declaration
(Procurement Guideline Reference - 1.5)

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

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. …….);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

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

.....

Signature of the Declarant

ANNEXURE F: 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 **providing freight forwarding service to handle SriLankan Airlines' import & export consignments from/to USA and Canada, from/to Colombo, on freight collect/prepaid & service freight basis by air / service provider from/to USA and Canada, from/to Colombo** *[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(s)]

ANNEXURE G: Clientele Information Form

Company Name		Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Type of service delivered
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Annexure H: Vendor Information Form

Section A – *Basic information of the vendor*	
1. Registered Name of the Vendor:	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of Business:	5. Company type:
6. Telephone & Fax numbers: Tel: Fax:	7. E-mail address:
8. Registered address:	
9. Other contact details (if any):	
10. Registered Name and address of local agent (if any)	

Section B – *Details of Directors, Shareholders and related parties*	
1. Name(s) of Directors	

2. Name(s) of Shareholders	

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

As the authorized representative of …… *[name of the Vendor]*, I hereby confirm on behalf of ……. *[name of the Vendor]* that the information provided above are true and accurate and acknowledge that the bid of ……. *[name of the Vendor]* submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C -*Business verification: Duly signed and stamped copy of above document to be supported by the following documents*	
✓ Tick the appropriate boxes	
☐ A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	☐ A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
☐ 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, list of partners confirmed by one of the partners, preferably by the most senior partner.
☐ For partnerships and sole proprietorships, certificate of business registration	☐ Audited financial statements of the vendor Company for the last three years
	☐ Others (specify)

Annexure I: Sample Contract

AGREEMENT FOR FREIGHT FORWARDING SERVICES TO HANDLE SRILANKAN AIRLINES' FROM…….
…… ……

This Agreement made and entered into this …… between

SriLankan Airlines Limited (Company Registration No PB 67), a company incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered officer 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 liquidators, successors in office and assigns) of the one Part and;

…… (Company Registration No), a company incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at ,,,,,,,,,,,,,,,,,,,,,,,,, (hereinafter referred to as the "Freight Forwarder" which term or expression as herein used shall where the context so requires or admits mean and include the said ..... limited its liquidator, successors and assigns) of the Other Part.

And whereas SriLankan Airlines is desirous of engaging a logistics company to handle its service freight from certain overseas stations.

And whereas the Freight Forwarder / service provider is a logistics company capable of handling SriLankan Airlines' service freight from overseas stations and is willing to handle SriLankan Airlines' service freight under the terms and provisions of this Agreement.

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

1. **OBLIGATIONS OF THE FREIGHT FORWARDER**

The Freight Forwarder shall:

1.1 Collect, receive, handle (including documentation, obtaining Customs clearance), store and dispatch service freight consignments consigned by SriLankan Airlines to suppliers, repair agents and caterers (hereinafter referred to as the "Services") on the terms and conditions contained herein.

1.2 Pursuant to Clause 1.1 above, provide all facilities necessary for such collection, receipt, handling (including documentation and customs clearance), storage and dispatch of such service freight consignments applicable to the Services to be provided by the Freight Forwarder as set out in Annex A:

i) the locations set out in Annex B at the rates set out in Annex C (the locations may be withdrawn or revised at any given point in time in writing by SriLankan Airlines); and/or

ii) at any other location to be advised by SriLankan Airlines from time to time at rates to be agreed in writing by and between the Parties.

1.3 Ensure that export service freight consignments received for air transportation to locations mentioned in Annex B are consigned for carriage on SriLankan Airlines aircraft and will be forwarded on SriLankan Airlines' for carriage subject to space availability and operational constraints where air transportation is required.

1.4 Ensure that AOG export service freight consignments which cannot be carried on SriLankan Airlines services due to time factors or nature of the shipment or due to operational reasons or lack of space and AOG service freight consignments to stations outside the SriLankan network will be forwarded/inter-lined in the most economical and expeditious manner on a reputed and reliable air carrier provided that in such situations the Freight Forwarder shall obtain SriLankan Airlines' written consent prior to committing any service freight consignment for carriage on any other air carrier. In such situations, the Freight Forwarder shall collect, receive, handle (including documentation, Customs clearance), store dispatch and deliver service freight consignments consigned by SriLankan Airlines or to the Freight forwarder, to SriLankan Airlines' suppliers, repair agents, caterers and stations.

1.5 Ensure that routine export service freight consignments moving outside Sri Lanka will be forwarded in the most economical and expeditious manner on a reputed and reliable air carrier provided that in such situations the Freight Forwarder shall obtain SriLankan Airlines' prior written consent (i.e.: rate and service levels) prior to committing any service freight consignments for carriage. In such situations, the Freight Forwarder shall collect, receive, handle (including documentation, Customs clearance), store dispatch and deliver service freight consignments consigned by SriLankan Airlines or to the Freight Forwarder, to SriLankan Airlines' suppliers, repair agents, caterers and stations.

1.6 Ensure that all routine service freight consignments of SriLankan Airlines' are dispatched to suppliers, repair agents, caterers and stations at overseas locations (or as required by SriLankan Airlines) within a maximum of 02 working days of being notified to such suppliers, repair agents, caterers and stations of its availability of shipment, unless otherwise agreed or for a specific consignment.

1.7 Be responsible, liable for their own negligence and deemed to be in charge at all times for/of all service freight consignments from the time such service freight consignments are taken in to the Freight Forwarder and/or its representatives, agents or sub-contractors' custody to the time till SriLankan Airlines, consignee or owner of the goods takes delivery of such service freight consignments from the Freight Forwarder and/or its representatives, agents or sub-contractors.

1.8 Check the availability of comprehensive documentation of items to be shipped or uplifted for air carriage to comply with applicable local laws and regulatory requirements such as IATA / CAA / FAA / EASA and other country specific regulations while accepting the shipments from SriLankan Airlines.

1.9 Freight Forwarder shall not be liable for and does not give any undertakings whatsoever with reference to the state and quality of the freight consignment handled under this Agreement or for any latent or inherent defects, wastage or natural deterioration of the freight consignment unless such defects, wastage or deterioration is ~~not~~ due to any laps, negligence and/or willful misconduct of the Freight Forwarder.

1.10 Ensure that all details pertaining to each service freight consignment as indicated on the air waybill (including the declared value for Customs purposes) are correct, if the air waybill is issued by the Freight Forwarder.

1.11 Ensure prompt Customs clearance and completion of all necessary documentation and formalities at airports on arrival or dispatch (including transshipment) of service freight consignments at all overseas locations.

1.12 Ensure that SriLankan Airlines is informed regarding the shipment details of AOG shipments within a maximum time frame of 18 hours from receipt of such shipment notifications from either SriLankan Airlines or the supplier of SriLankan Airlines.

1.13 Where relevant and required, pay all handling charges including but not limited to airline handling, documentation, document handling charges, customs, terminal charges, cartage and other related third party charges and other disbursements pertaining to such collection, receipt, dispatch, handling, cartage, storage of such service freight consignments and invoice SriLankan Airlines for reimbursement of the actual cost(s) incurred provided however that the rates shall be mutually agreed to by both parties and not exceed the rates set out in Annex "C" hereof.

1.14 Liaise with consignors, consignees, repair agents, suppliers and any other relevant parties on behalf of SriLankan Airlines regarding all relevant issues pertaining to the service freight consignments.

1.15 Liaise with SriLankan Airlines Cargo offices and Cargo representatives and Procurement Departments prior to delivering service freight consignments for uplift. Liaise with SriLankan Airlines Cargo offices to confirm the routes and lanes which are not open for service freight consignments.

1.16 Provide acknowledgements (including POD) received or issued regarding handing over or acceptance of service freight consignments to SriLankan Airlines stations, suppliers, repair agents or caterers.

1.17 Provide SriLankan Airlines with accurate, timely and up-to-date information (Pre-alert) regarding service freight consignments handled by the Freight Forwarder on behalf of SriLankan Airlines including, but not limited to, the purchase order number, repair order number, supplier/repair agent name, brief description of goods, part/serial number (where applicable), Air Waybill No., quantity, flight/shipment details (weight, No. of pieces), date and Airport of receipt / delivery etc. Freight Forwarder or its representative will facilitate the provision of such online data to SriLankan Airlines authorized users through the CIS.

1.18 Designate a Freight Forwarder's representative in the Locations mentioned in Annex "B" to function as the coordinating officer on 24 x 7 basis for SriLankan Airlines service freight consignments handled by the Freight Forwarder pursuant to this Agreement and ensure that this coordinating officer updates the online CIS in an accurate and timely manner, monitors logistics and progress of such service freight consignments, including co-ordination with SriLankan Airlines' stations, suppliers, repair agents, caterers, procurement authorities etc. and ensures timely and efficient handling and delivery of the service freight consignments. This representative will be the single point of contact between SriLankan Airlines and its stations, suppliers, repair agents, caterers, etc. on 24 x 7 basis.

1.19 Provide a 24 x 7-hour communication link, free of charge, between the Freight Forwarder's coordinating officer and SriLankan Airlines' nominated office/s in Katunayake. All related hardware and software installations for Freight Forwarder's supported standard interfaces, formats and applications, telecom links, line rentals, maintenance of equipment and other related costs of providing and maintaining such facilities in Freight Forwarder's office shall be borne by the Freight Forwarder.

1.20 Pursuant to Clause 1.19 above, train (at the Freight Forwarder's cost) the authorized SriLankan Airlines personnel/representatives/agents to effectively use and operate the facilities set out under this Agreement (particularly as set out in Clauses 1.17 and 1.18).

1.21 Possess and maintain an effective on-line tracking and tracing facility (CIS) for SriLankan Airlines personnel/representatives/agents to use to monitor the movement of service freight consignments.

1.22 Ensure that the Freight Forwarder maintain a 24 x 7-hour operation (irrespective of national holidays) and relevant AOG Desks to particularly (but not limited to) handle AOG service freight consignments.

1.23 Implement a 'Shipment Identify and Control System' at no additional costs in conjunction with SriLankan Airlines in order to identify AOG and Routine shipments in order to reduce unnecessary AOG shipping charges.

1.24 If a shipment marked as AOG is received by the Freight Forwarder from a supplier/ repair agent of SriLankan Airlines, the Freight Forwarder will obtain reconfirmation from SriLankan Airlines that this service level is required, unless prior notification or authorization has been given to the Freight Forwarder by SriLankan Airlines.

1.25 Possess the handling and documentation flexibility to upgrade routine service freight consignments to AOG status when required by SriLankan Airlines.

1.26 Possess necessary capability, licenses, approvals and/or authorizations to handle all service freight consignments, particularly but not limited to oversized, DGR items, liquor, perishables, repair and return service freight consignments, shipments requiring special/specific handling etc.

1.27 Provide SriLankan Airlines at the end of every month (and at any other time as may be requested by SriLankan Airlines), a detailed documented summary of the total volume shipped for the said month based on AOG and Routine basis (including but not limited to giving details of attendant costs and a breakdown of freight shipped on SriLankan Airlines and other air carriers).

1.28 Deliver and perform its duties hereunder efficiently in a timely diligent and professional manner with reasonable skill and care and in accordance with this Agreement and the lawful, reasonable and best professional and international standards and practices applicable to the industry.

1.29 Observe the Service levels priority codes attached to various types of consignments by SriLankan Airlines in shipping consignments as more fully described in Annex 'A'.

1.30 Time is of the essence in performing obligations of Freight Forwarder and Freight Forwarder shall meet all time frames given in this Agreement.

1.31 All inbound shipments to Sri Lanka shall be handled under Ex-Works (EXW) terms, and all outbound shipments from Sri Lanka shall be handled under Free Carrier (FCA) terms, in accordance with the latest edition of INCOTERMS.

1.32 Any charges not listed in the agreed rate sheet must be supported by original invoices issued by the relevant service providers. Such charges shall require prior written approval from SriLankan Airlines (SLA) before the execution of the associated service.

1.33 A formal pick-up notice is required for all shipments. The appointed freight forwarder shall initiate pick-up only upon receipt of the pick-up notice along with the complete set of shipping documents.

1.34 For Aircraft on Ground (AOG) shipments to and from Colombo (CMB), if service freight is unavailable, the freight forwarder shall select the first available alternative airline flight. If the freight forwarder fails to meet the AOG delivery timelines specified in the service level agreement, the shipment shall be treated as routine.

1.35 The freight forwarder shall not execute any shipment that exceeds the maximum weight limitation specified in the rate sheet, which is 1,000 KG gross weight, chargeable weight, or PIVOT weight, whichever is higher.

1.36 In the event the freight forwarder intends to suspend services due to financial or other disputes, a minimum of fourteen (14) days' written notice shall be provided to SLA.

1.37 All invoices related to services rendered shall be submitted to SLA no earlier than fourteen (14) working days following the completion of the service.

1.38 Freight forwarder must define the waiting duration at the supplier's premises that is included in the pick-up or delivery charge and specify the applicable hourly rate for waiting time beyond the included duration.

1.39 Freight forwarder must submit the method and basis of calculation for the fuel surcharge (FSC), along with the applicable FSC rate per kilogram.

1.40 Freight forwarder must provide the per kilometer rate for pick-up dead runs or cancellations due to supplier delays. All freight forwarders must deploy pick-up vehicles upon receiving firm pick-up notifications and shipping documents from the supplier.

1.41 Freight forwarder must furnish separate storage charges for dangerous goods (DG) and general cargo based on weight and volume. In case the freight forwarder is compelled to store the shipment at their warehouse due to flight cancellations or similar disruptions, they must specify the number of storage days included in the handling charge for both DG and general cargo, along with the applicable daily rates beyond the included duration.

1.42 Freight forwarder must operate 365 days a year from 8:00 AM to 5:00 PM Sri Lanka local time (GMT+5:30) for all routine shipments. For aircraft on ground (AOG) shipments, the freight forwarder must operate 24 hours a day, 365 days a year for both DG and general cargo.

1.43 Freight forwarder must specify the maximum weight and volume capacity of the standard pick-up vehicle included in the pick-up charge.

2. DGR AND OVERSIZED SHIPMENTS / SHIPMENTS REQUIRING SPECIAL/ SPECIFIC HANDLING

2.1 The rates laid down in Annex C shall not apply in the event special arrangements have to be undertaken (E.g.: hand carry, charter flights, etc.), for DGR shipments or for oversized shipments (Any package which would not fit into a lower Deck pallet would consider as oversize Cargo - PMC = 317 x 243 x 162 CMs and PAG/PIP = 317 x 224 x 162 CMs).

2.2 For such service freight consignments, the Freight Forwarder and SriLankan Airlines shall mutually agree to the rates and service levels prior to any commitment.

2.2 Whenever IATA DGR Regulations prohibit the loading of DGR cargo on SriLankan Airlines flights, (i.e.: CAO, explosives, etc.), the Parties agree that alternate suitable carriers have to be used. In this case, the Freight Forwarder and SriLankan Airlines shall mutually agree to the rates and service levels prior to any commitment.

1.3 For oversized shipments (Any package which would not fit into a lower Deck pallet would consider as oversize Cargo - PMC = 317 x 243 x 162 CMs and PAG/PIP = 317 x 224 x 162 CMs), the Freight Forwarder shall evaluate routes and rates and shall advise SriLankan Airlines to obtain a confirmation prior to any commitment.

3. RATES, INVOICING, PAYMENT AND PERFORMANCE BOND

3.1 SriLankan Airlines shall pay the Freight Forwarder the rates specified in Annex C including any Government Sales Taxes if any for the Services provided under this Agreement. Official receipts and any other proof of payment where applicable shall be provided by SriLankan Airlines if required by the Freight Forwarder.

3.2 The rates and prices set out in Annex C shall be valid from **two (02) years** from the date of award of the contract.

3.3 Within 07 days at the end of every fortnight, the Freight Forwarder shall invoice SriLankan Airlines for all service freight consignments received, handled, transported and dispatched by the Freight Forwarder pursuant to this Agreement in accordance with the rates as set out in Annex C hereto and/or the rates as agreed to in writing pursuant to this Agreement, and for all amounts claimed for handling, documentation, cartage, airline handling, third party airline. The Freight Forwarder shall submit all relevant supporting documentation together with each invoice. All invoices should be batched on a weekly basis, based on point of origin / destination.

3.4 Within 07 days at the end of each month, the Freight Forwarder shall invoice SriLankan Airlines for all DGR and Oversized shipments and shipments requiring Special/Specific handling as per clause 2.2 and 2.3 above.

3.5 SriLankan Airlines shall settle all invoices, less any amounts as may be deducted/set off 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 30 days of the receipt of the invoice, and the amount to be paid in respect of the disputed amount if any, shall be paid within 20 days of the resolution of the dispute,

3.6 All payments shall be made in relevant currency as set out in Annex "C".

3.7 Along with the invoices forwarded within 07 days at the end of every fortnight, the Freight Forwarder provider will furnish a Master Invoice with the breakdown of each invoice with PO / AWB / Flight No. details etc. station wise (format given in Annex D).

3.8 Along with the invoices forwarded within 07 days at the end of every fortnight, the Freight Forwarder will furnish the details of the outstanding payments with the breakdown of each invoice with PO / AWB / Flight No. details etc. station wise. (Format given in Annex D).

3.9 The Freight Forwarder shall at the execution of this Agreement, furnish an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines in form and substance satisfactory to SriLankan Airlines, for the amount of Sri Lanka Rupees ……as security for the due and proper performance by the Freight Forwarder of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or encashment) on such bank guarantee shall be borne by the Freight Forwarder.

3.10 The value of the bank guarantee may be varied at any time at the option of SriLankan Airlines and the Freight Forwarder shall furnish an additional bank guarantee at the Freight Forwarder's cost within thirty (30) days of notification to the Freight Forwarder.

3.11 The bank guarantee shall remain in force throughout the Term of this Agreement and 90 days subsequent to the expiry of this Agreement or until all the obligations of the Freight Forwarder are fulfilled (whichever falls later).

3.12 The bank guarantee will be discharged by SriLankan Airlines and returned to the Freight Forwarder within 90 days subsequent to the expiry of this Agreement or within 90 days following the date of completion of Freight Forwarder'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.

3.13 The proceeds of the bank guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from Freight Forwarder's failure to complete its obligations under the Agreement.

3.14 In the event of an adjustment or deduction of the bank guarantee by SriLankan Airlines against the due and proper performance by the Freight Forwarder of its obligations under this Agreement, the Freight Forwarder shall immediately pay to SriLankan Airlines the

amount adjusted or deducted by SriLankan Airlines and restore the bank guarantee to its original amount.

3.15 The Freight Forwarder shall not be entitled to any interest on the bank guarantee.

3.16 SriLankan Airlines shall not make any payments under this Agreement to the Freight Forwarder until SriLankan Airlines has received the bank guarantee as stipulated under Clause 3.

3.17 SriLankan Airlines' rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

3.18 In the event this Agreement is extended for further periods, the Freight Forwarder shall renew the bank guarantee for the entire duration the Agreement is extended and further additional 90 days commencing from the date of expiry of the Agreement.

3.19 All invoices to be delivered to: Payments Manager,
Financial Services,
Airline Centre,
SriLankan Airlines, Katunayake, Sri Lanka.

The payment shall be made to the bank account of the Freight Forwarder at

Name of the Beneficiary:
Account No :
Swift Code:
Bank Branch:
Address of the Bank:

3.20 Save as otherwise provided in this Agreement; the Parties undertake to each other that the Parties shall comply with all the tax requirements applicable to each Party as set out by the relevant tax authorities of the Parties' relevant jurisdiction. The Parties agree that each of the Parties shall be responsible for and shall pay at its own expense all taxes (direct or indirect), duties, excess, levy of any kind based on income, turnover, value of services, quantum of measurement or otherwise arising in their respective jurisdiction and applicable to each of the Parties in performing their obligations under this Agreement.

4. REVIEW OF SERVICE LEVELS

4.1 The service levels applicable to the Services to be provided by the Freight Forwarder are set out in Annex A.

4.2 The Parties shall review the service levels on quarterly basis for the first review to be done on DD.MM.YYYY).

5. INSURANCE

5.1 The Freight Forwarder Service Provider agrees to arrange and keep in place the undernoted policies of insurance;

a. A freight forwarders policy of insurance covering liability arising out of but not and restricted to cargo liability, third party liability, errors & omissions, fines and duties, costs and expenses, with a limit of indemnity per event of not less than USD 500,000

b. Workmen's compensation and/or employer's liability covering all employees and representatives of the Freight Forwarder Service Provider involved with the performance of this contact.

5.2 Notwithstanding anything elsewhere contained in this Agreement and without limiting the obligations and responsibilities of Freight Forwarder, unless specifically otherwise agreed between the Parties in writing, SriLankan Airlines shall at all times secure and maintain comprehensive all risks marine and/or Good-in-Transit ("GIT") insurance cover over its Goods from point of origin to final point of delivery. Srilankan Airlines shall claim against its insurer in the instances covered by such insurance.

6. OBLIGATIONS OF SRILANKAN AIRLINES

6.1 SriLankan Airlines will keep the Freight Forwarder advised of the availability of service freight consignments for collection/ delivery and of all other relevant details pertaining to such cargo including contents, number of packages, order number, expected date of delivery/ availability, consignee's/ consignor's details etc.

6.2 SriLankan Airlines will pay the Freight Forwarder for all service freight consignments carried in accordance with the rates and charges set out in Annex 'C', and where there are no rates in Annex C as mutually agreed by both parties.

6.3 SriLankan Airlines will provide the Freight Forwarder with the required electronic service freight SriLankan Airlines airway bill stocks.

6.4 Classify cargo as AOG or routine as required, and keep the Freight forwarder advised of the classification in a timely manner.

6.5 Sri Lankan Airlines shall ensure that service freight consignments accepted for air transportation:

vi) do not contain prohibited items according to the documentation provided by supplier, repair agent, caterer or station;

vii) are accurately packed, labelled and documented in accordance with the purchase order from SriLankan Airlines and/or documents provided by the supplier, repair agent, caterer or station and/or any IATA, CAA, FAA, EASA, or other required/ applicable regulations and TACT Rules;

viii) are ready for carriage in a timely manner; and

ix) ensure that the goods are correctly packed and do not show any signs of visible damage in outward appearance from the time of receiving the goods from the supplier, repair agent, caterer and station till handing over to the airline or its appointed representative for air transportation.

7. LIABILITY / INDEMNITY

7.1 The Freight Forwarder shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its directors, offices, employees 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 service freight handled or to be handled by the Freight Forwarder or on behalf of the Freight Forwarder by its subsidiaries and/or subcontractors pursuant to this Agreement whilst in the custody or control of the Freight Forwarder or its subsidiaries and/or subcontractors where such loss, delay or damage is due to negligence and/or willful misconduct of Freight Forwarder or its subsidiaries and/or

subcontractors, except where such loss, delay or damage is due to the willful misconduct of SriLankan Airlines, its servants and agents.

7.2 The Freight Forwarder shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its directors, offices, employees and agents from and in respect of all costs and or expenses including but not limited to legal fees,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.

7.3 Each party hereto 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 this Agreement:

- for injury to or death of persons and damage to property for infringement or violation of any third-party intellectual property rights;
- Any breach of its obligations, representations or warranties under this Agreement and improper provision of Services under this Agreement.
- Violation of any laws, regulations or rights of any party by any act or omission of a party and/or its employees, staff, agents or sub-contractors**.**
- any fines, penalties and/or awards made by any regulator or any other person against a party caused by any willful, unlawful or negligent act or omission on the part of the other party or its employees, staff, agents or sub-contractors**.**

7.4 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.

7.5 Neither party 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 wilful misconduct.

8. TERM AND TERMINATION

8.1 This Agreement shall be effective for a period of **two (02) years** commencing from the date of contract award.

8.2 Notwithstanding anything to the contrary stated herein, either party may terminate the agreement with 30 days' written notice to the other Party.

8.3 Without prejudice to clause 7.1 either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:

(a) If the other party is in breach of any term or condition of this Agreement and the breaching party has not remedied this breach Fourteen (14) days after a written notification by the other party to remedy the breach.

(b) 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

(c) 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.

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

8.5 Upon the termination of this Agreement howsoever occasioned, the Freight Forwarder shall:

(i) Complete the delivery of any consignment which it has commenced delivery prior to 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 dispatch such consignments on the terms and conditions of this Agreement unless otherwise instructed by SriLankan Airlines.

(iii) 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 Freight Forwarder by SriLankan Airlines or in the possession or control of the Freight Forwarder and shall account for any deficiency therein.

(iv) Cease to hold itself out as the Freight Forwarder of SriLankan Airlines.

(v) SriLankan Airlines shall clear all the pending bills of the Freight Forwarder within the credit period granted subject to any deductions permissible under this Agreement. Termination or expiration of the agreement for any reason will not relieve either party of payment obligations.

8.6 Clauses 6, 7.5, 7.6 and 10 shall survive the termination of this Agreement howsoever occasioned. 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 such as, including but not limited to, strikes, lock-outs and other industrial disputes (except strikes, lock outs and industrial disputes of the Claiming party), an act of God including but not limited to fire, flood, earthquake, wind, storm or other natural disaster; war, hostilities, terrorist acts or threats, civil war, military power, or confiscation, law, judgment, order, decree, embargo, sanction, blockade, quarantine restrictions and epidemics.

8.7 The party invoking Force Majeure shall promptly notify the Party unaffected of the nature and extent of the circumstances giving rise to the event of Force Majeure.

8.8 If a Force Majeure Event prevents performance of any obligations hereunder for a period in excess of 30 days, the party unaffected by the Force Majeure event shall be entitled to terminate this Agreement by notice in writing at any time after such 30 days period provided the relevant Force Majeure Event remains subsisting at the time notice is given.

9. GENERAL

9.1 This Agreement shall consist of this Agreement and Annexes A to E hereto 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 same subject matter hereof.

9.2 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.

9.3 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.

9.4 Except as indicated otherwise in this Agreement and the Annexes attached hereto contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. Except as otherwise expressly stated herein, this Agreement, may be amended only in writing signed by both Parties9.5If any terms or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder 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 each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

9.5 Nothing in this Agreement shall constitute or be deemed to constitute a joint venture or partnership between the parties hereto or constitute either party as agent of the other.

9.6 A party shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.7 Every notice, request, demand, waiver, agreement consent or other communication under this Agreement shall be emailed to Nipuna.fernando@srilankan.com

10. CONFIDENTIALITY

10.1 Each party agrees that, without the express consent of the disclosing party, neither the receiving party nor its representatives shall disclose to any third party any information or material of the disclosing party designated in writing as confidential or that the receiving party should reasonably believe to be confidential based on its content and/or context (including this Agreement, the Service and the Support and all proprietary information relating thereto) unless such information or material is: (a) at the time of its disclosure, previously known by or in the possession of the receiving party; (b) in the public domain or becomes generally known or published through no fault of the receiving party; (c) lawfully disclosed to the receiving party by a third party free to disclose such information; (d) independently developed or owned by the receiving party; or (e) required to be disclosed pursuant to applicable law. This obligation of confidentiality shall survive the expiration or termination of this Agreement for any reason for a period of **two (02) years**.

11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

11.1 This agreement shall be governed by the laws of Sri Lanka and the parties agree to submit to the exclusive jurisdiction of Sri Lankan Courts.

11.2 Any dispute, controversy or claim arising between the parties from any right, duty, obligation or liability of the parties hereto or any breach or termination thereof or any matter or thing of whatsoever nature arising under this Agreement or in connection therewith shall be in the first instance be discussed between the parties hereto and resolved in a spirit of mutual co-operation.

12. DEFINITIONS

AOG shall mean Aircraft on ground

CIS shall mean Customer Information System

FAA shall mean Federal Aviation Administration

CAA shall mean Civil Aviation Authority

CAO shall mean Cargo Aircraft Only

DGR shall mean Dangerous Goods Regulations

EASA shall mean European Aviation Safety Agency

IATA shall mean International Air Transport Association

TACT shall mean The Air Cargo Tariff

POD shall mean Proof of Delivery

In witness whereof the parties hereto have caused their authorized signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above in Colombo

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

ANNEX A

CLASSIFICATION OF SERVICE FREIGHT OR STORES CONSIGNMENTS

Service Freight consignments or Stores consignments –
Relating to consignments forwarded to SriLankan Airlines from Suppliers, Repair agents, Stations, Caterers and the consignments forwarded from SriLankan Airlines to Repair agents, Stations and Caterers are classified as follows:

Type of Consignment	Definition	Priority
AOG	Relating to aircraft on ground spares consignments	Has priority over revenue cargo (SriLankan Airlines flights/ Other Airlines).
Routine	Relating to day-to-day operations.	Should be uplifted on SriLankan Airlines or any other airli within … working days or as required by SriLankan Airline

The relevant procurement authorities will be responsible to classify or upgrade the status of the consignments, based on operational requirements.

ANNEX B

SHIPMENT POINTS

COUNTRY	CITY
USA	Atlanta
	New York City
	Arizona
	Philadelphia
	Chicago
	Denver
	Orlando
	Miami
	Dallas
	Washington, D.C
	Seattle
	Los Angeles
	O'Hare
	Santana
	San Diego
Canada	Toronto
	Montréal

ANNEX C

Soft copy (MS Excel) of the properly filled rate sheet with the final and best rates of the bidder shall be sent in a to the secure email box inflightproc@srilankan.com along with the bid.

ANNEX D

Master Invoice Format

Period … to							
Station	Invoice date	Invoice no	Invoice Value	PO No.	Chargeable weight (status of the shipment)	AWB No.	HAWB No.

Outstanding Payment Details

Station	Invoice date	Invoice no	Invoice Value	PO No.	Supplier Name

Monthly Shipment report

Period … to …										
AWB No	Origin	Destination	Shipper	Consignee	Pieces	Chargeable weight	ETD	Flt N	Customer reference	Invoice value

Stock Certificate Format

Name of Agent/ Station:				IATE CODE:								
Month:												
IATA CODE	Opening stock		Quantity	Receipts		Quantity	Sold		Quantity	Closing Stock		Quantity
	From	To		From	To		From	To		From	To	

ANNEX E

Service Levels

Service Level's for non-DG shipments/consignments

Type of Consignment	Definition	Requirement	Delivery between the supplier facility to/from applicable USA or Canada Airport		Delivery between USA or Canada airport to/from Colombo Airport		Single Point of contact Response Time	
			Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Consignments should be handed over/uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	98%	1 Day	98%	2 Days	100%	30 Min
Routine	Relating to day-to-day operations.	Should be handed over/uplifted to meet the " Not to exceed time "	90%	2 days	90%	3 days	100%	12 hours

Service Level's for DG shipments/consignments

Type of Consignment	Definition	Requirement		Delivery between the supplier facility to/from applicable USA or Canada Airport		Delivery between USA or Canada airport to/from Colombo Airport		Single Point of contact Response Time	
				Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Shipments should be uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	Passenger Flight	98%	1 day	98%	2 days	100%	30 Min
			Cargo Flight	98%	2 days	98%	2 days	100%	30 Min
Routine (Airfreight)	Relating to day-to-day operations	Should be uplifted to meet the " Not to exceed time"	Passenger Flight	90%	2 days	90%	5 days	100%	2 hours
			Cargo Flight	90%	3 days	90%	6 days	100%	2 hours

A. Ensure that SriLankan Airlines is informed regarding the shipment details of AOG shipments

B. AOG Service Freight Shipments -
Shipment should reach the required destination in the most efficient manner (shortest time period)
If an AOG shipment has not been collected within ……. hours of consignment readiness & gets delayed by ……. hours or more to reach the specified destination as stipulated by SriLankan Airlines/ supplier even after obtaining all required details/ instructions from SriLankan Airlines and/ or the Supplier of SriLankan Airlines, the freight forwarder shall pay …… of the shipment value as liquidated damages to SriLankan Airlines if such delay had occurred due to the negligence of the Freight forwarder.

C. Routine Service Freight Shipments –
Shipments should reach the destination in the most economical and efficient manner

D. General requirements
Pre-alerts to be forwarded along with the copy of the AWB and a copy of the invoice to the applicable user department via electronic mail as soon as the shipment is handed over to the Airline.
If any unforeseen delay of an AOG shipment occurs, immediately inform all relevant parties at SriLankan Airlines by telephone and followed by an electronic mail. To be followed by updated pre-alert along with the copy of the AWB and a copy of the invoice.
If an AOG shipment get delayed a chronological report to be forward to relevant parties of SriLankan Airlines within …… hours from the original date & time of departure.
Monthly report to be submitted by the first week of the following month, giving details relevant to all Service freight shipments handled and uplifted on SriLankan Airlines or any other airline based on the format given in Annex D.
Freight forwarder representative to be available 24/7, 365 days of the year and should be able to be contacted through e-mail, Fax, telephone and mobile.
Invoicing to be in line with the laid-out procedure in clause 03.

E. Air way bill reconciliation procedure for service freight shipments:

1. Stock requirement to be sent to Revenue Accounting Section of SriLankan Airlines by the freight forwarder to the e-mail address: …… Revenue Accounting Section of SriLankan Airlines will request the respective General Sales Agent or the Station to allocate stocks to the respective freight forwarding company.

2. Stock Balances should to be reported at the end of each month through General Sales Agent/ Station. (Stock certificate format is given in Annex D)

3. In the service Air Way Bills, freight forwarder has to mention the relevant department & address of SriLankan Airlines as the consignee.
   Section / Department
   SriLankan Airlines Ltd.
   Bandaranayake International Airport
   Katunayake
   Sri Lanka.

4. It is mandatory to indicate the following details in the AWB for service shipments.
   Number of Pieces
   Gross weight
   Chargeable weight
   Other charges due carrier (Fuel, Security, DGR fee & other)
   Other charges due agent

5. In the Accounting Information Column, it is necessary to clearly mention as "SERVICE CARGO ON FOC" & UL COST CENTRE NUMBER.

F. Sales reporting

A monthly sales report should be submitted through General Sales Agent / Station to Revenue Accounting section on or before ……. of following month from the reporting period. (Sales report format is given in Annex D)
This report should be supported by the Air Way Bill copies with copies of other relevant documents as the proof of service cargo.