



SELECTION OF A COURIER SERVICE PROVIDER FOR THE HANDLING AND DELIVERY OF
SRILANKAN AIRLINES' DOCUMENTS DOMESTICALLY AND INTERNATIONALLY

REFERENCE NO: Q3/LOG/MAIL/2026

**SRILANKAN AIRLINES
LOGISTICS DEPARTMENT
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

Section I. Instructions to Bidders (ITB)

A: General	
1. Scope of Bid	I. 1.1 Sri Lankan Airlines Limited, based in Katunayake Sri Lanka, invites offer from courier service provider with a global presence to handle documents all over the country/world for a period of 02 years. 1.2 Collect, receive, handle, transport, store, and dispatch documents from SriLankan Airlines collecting points to the destination all around the country, on time without causing any delay or mishandle. II. Ensure that all documents received for delivery from/to overseas shall be forwarded to destinations on the first available flight of a reputed and reliable air carrier out of the origin point of the documents in the most economical and expeditious manner meeting the required service levels. III. Urgent Cargo operational Documents to be collected from Cargo terminal, BIA, Katunayake by 06:30 hrs. each working day and deliveries to be completed before noon on the same day.
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: Clientele Information Form • Annexure F: Non- Collusion Declaration Form

	C: Preparation of Bid
3. Documents Comprising your Bid	3.1 The document shall comprise the following: • 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: Clientele Information Form • Annexure F: Non-Collusion Declaration Form
4. Bid Submission Form and Technical/ General Specifications	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 separately in the Price Schedule Form. 5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid. Please quote the best and final prices. 5.3 Prices quoted by the Bidder shall be fixed during the period specified in 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.	6.1 The Bidders shall quote in Sri Lanka Rupees.

7. Documents to Establish Conformity of the service	7.1 The Bidder shall submit following documents along with the bid for evaluation: *Company registration * Global/ Local coverage of bidder
8. Period of Validity of	8.1 Bids shall remain valid for a period of 49 days after the bid submission deadline 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. (Mandatory)
10. Format and Signing of	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 registered post, courier or by hand in a sealed envelope. 11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows: SELECTION OF A COURIER SERVICE PROVIDER FOR THE HANDLING AND DELIVERY OF SRI LANKAN AIRLINES' DOCUMENTS DOMESTICALLY AND INTERNATIONALLY 11.3 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section 11, Data sheet, clause 15.1 for contact details.
12. Deadline for Submission of Bid	12.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
13. Late Bid	13.1 Sri Lankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 below.
14. Opening of Bids	14.1 SriLankan Airlines shall conduct the opening of bids, date and time specified in the Data Sheet.

E: 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 SriLankan Airlines shall not be considered. 15.2 SriLankan Airlines request for clarification and the response shall be in writing at SriLankan Airlines' email address specified in the Data Sheet.
16. Responsiveness of Bids	16.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received. 16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.
17. Evaluation of bid	17.1 The items will be subjected to a technical evaluation based on the following criteria: I. Compliance for technical and general specifications in Annexure B II. Clientele and client feedback III. SriLankan Airlines' past experience with the bidders IV. Cost per unit and credit terms
18. SriLankan Airlines' Right to Accept any Bid, and to Reject	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.
F: Award of Contract	
19. Acceptance of the Bid	19.1 SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
20. Notification of acceptance	20.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted. 20.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it. 20.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract. 20.4 The Contract is extendable for a further 01-year period based on mutual agreement under same terms and conditions and supplier performance.

Section II: Data Sheet

ITB Clause Reference	
11.1	The address for submission of Bids is: Attention: Manager Logistics Address: SriLankan Airlines Ltd Logistics Department Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka. Details (name, NIC/ passport reference, vehicle number) should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids/participate for bid opening.
12.1	Deadline for submission of bids on or before 2nd Nov 2026 at 14:00 hrs. Sri Lankan Time (GMT +05:30 Time Zone) Details (name, NIC/ passport reference, should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.
14.1	Opening of bids on 2nd Nov 2026 at 14:30 hrs. Sri Lankan Time (GMT +05:30 Time Zone)
15.1	<u>For Clarifications regarding bid document /bid opening:</u> Telephone: Scope 1 – Ms. Anupama Ilangakoon – 0197331860/ 0744441860 • Email - anupama.ilangakoon@srilankan.com Scope 2 – Mr. Buddhika Warnasuriya – 0197333269/ 0744443269 • Email - buddhika@srilankan.com Details (name, NIC/ passport reference, vehicle number) should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids for bid opening.

Section III – Schedule of Requirements

1. SCOPE OF WORK 1 – ROUTINE MAILROOM SERVICES OF SLA

ESTIMATED NUMBER OF PACKAGES FOR 02 YEARS – FOREIGN

	NO. OF PACKAGES
HONG KONG	6
SWITZERLAND	8
GERMANY	12
SPAIN	6
JAPAN	2
MALAYSIA	4
THAILAND	4
SAUDI ARABIA	6
CHINA	8
INDIA	12
RUSSIA	2
U.A.E	6
SEYCHELLES	2
KUWAIT	2
ISRAEL	10
LEBANON	4
DOHA	4
U.K	8
SINGAPORE	8
CYPRUS	6
EGYPT	2
U.S.A	8
VIETNAM	6
BAHRAIN	2
DENMARK	2
THAIWAN	4
ITALY	2
SWEDEN	2
HUNGARY	2
NEPAL	2
TURKEY	4
NETHERLAND	2
JORDAN	2
IRELAND	2
KENYA	2
OMAN	4
QATAR	2
TOTAL	170

ESTIMATED NUMBER OF PACKAGES FOR 02 YEARS - LOCAL

	NO. OF PACKAGES
MAIL ROOM CAK TO MAIL ROOM CMB AND OUTSTATIONS (HRI, KANDY T/O, GALLE T/O AND THIRD PARTIES)	950
CMB MAIL ROOM TO CAK MAIL ROOM	480
FLYSMILES TO OUTSIDE ADDRESSES	200
TOTAL	1630

2. SCOPE OF WORK 2 – URGENT MAILS OF CARGO OPERATIONS DEPT OF SLA

Estimated average monthly volume is approximately 75-85 documents per month.

** Please note that the quantities are estimated to be No. of packages and would differ depending on situations.

3. SCOPE OF WORK 1 – ROUTINE MAILROOM SERVICES OF SLA

The courier service provider shall be responsible for, including but not limited to, the following obligations and requirements:

- I. Collect, receive, handle, transport, store, and dispatch documents from SriLankan Airlines collecting points to the destination all around the country, on time without causing any delay or mishandle.
- II. Ensure that all documents received for delivery from/to overseas shall be forwarded to destinations on the first available flight of a reputed and reliable air carrier out of the origin point of the documents in the most economical and expeditious manner meeting the required service levels.

Note: Estimated work volume is given in annexures.

4. SCOPE OF WORK 2 – URGENT MAILS OF CARGO OPERATIONS DEPT OF SLA

The courier service provider shall be responsible for, including but not limited to, the following obligations and requirements:

- I. Daily courier service is required for delivery of cargo documents from Katunayake to Colombo.
- II. Documents to be collected from Cargo terminal, BIA, Katunayake by 06:30 hrs. each working day.
- III. Deliveries to be completed before noon on the same day.
- IV. Delivery coverage areas – (Colombo 01–15 and Kelaniya area).
- V. Documents are to be delivered directly to customers' doorsteps.
- VI. Service is required from Monday to Friday excluding Weekends, Poya days and Mercantile holidays.
- VII. Estimated average monthly volume is approximately 75-85 documents.

Note: The Price Schedules given are to be completed by the bidder to cover both above scopes.

5. SERVICE PROVIDER'S CAPACITY

- I. Should have strong representation/ coverage within all regions of the country/world preferably own offices (Schedule A).
- II. Should possess on-line tracking and tracing facility with the visibility of consignment location.
- III. The service provider shall upload the highest service quality standards and ensure that all obligations are fulfilled to the satisfaction of SriLankan Airlines.
- IV. Should be able to provide a centralized contact Centre operating 24/7 with 100% service level for inquiries and adhoc requests to action on SriLankan Airlines requirements on real time.
- V. Preference will be given to the bidders who are able to provide 100% coverage for the mandatory countries requested by SriLankan Airlines listed in **Annex**.
- VI. Should be able to provide services with online booking system (portal) for all courier bookings instead of manual waybills.

I. Regular document collecting points;

- a. Mail room, Airline center, SriLankan Airlines Limited, BIA, Katunayake
- b. Mail room, SriLankan Airlines Limited, No 12, Sir Baron Jayathilake Mawatha, Colombo 01
- c. FlySmiles office, SriLankan Airlines Limited, Orion City, Orugodawatta, Colombo 09.
- d. SriLankan Airlines Limited, Mattala International Airport, Mattala.
- e. SriLankan Airlines Limited, No 141, Colombo Road, Kaluwella, Galle.
- f. SriLankan Airlines Limited, No 19, Temple Street Kandy.
- g. SriLankan Airlines Limited, Customer support center, Cargo Terminal 04, BIA, Katunayake

Signed:

Name:

Date:

Section IV - Bid Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of ____;
- (c) The total price of our bid for 3 years is (excluding VAT): [insert the total price in words and figures];
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Security is attached and same is valid for a period of 49 days after the bid submission deadline date.

Signed:

Name:

Date:

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

Section V – General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SLA.
- II. If the potential courier service provider would not comply with the above-mentioned mandatory minimum eligibility criteria, such proposals would be disqualified.

LIQUIDITY DAMAGES

- I. If either party terminates the contract, a notice period of 1 month applies and also SriLankan Airlines will provide the service provider with a deadline to hand over all pending consignments. If the deadline is not met, the service provider shall be liable to deliver the consignments free of charge.
- II. This involves; handling and forwarding documents from collecting points (mentioned below) to Sri Lanka (to any place) and to agreed countries as per the agreement.

PRICES, SERVICE LEVEL REVIEW, INVOICING AND PAYMENT

- I. The agreed rates shall remain fixed for the term of the agreement of 02 years.
- II. Service levels and overall performance review will be carried out as and when required by SriLankan Airlines.
- III. Foreign Currency (FC) invoice value should be converted to LKR by using Central Bank published LKR/FC selling rates as of the date.
- IV. SriLankan Airlines will ensure payment to the service provider within 45 days of receipt of an accurate invoice and relevant supporting documentation.
- V. SriLankan Airlines reserves the right to award the services, in whole or in part, separately, at its sole discretion.

ANNEXURE A - Bid Acknowledgement Form

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 acknowledge.

You may expect to receive our proposal on or before

.....

We do not intend to submit a proposal because

.....

.....

.....

Service

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 Logistics Entity.

Signed:

Designation:

Company:

Date:

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

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

ANNEXURE B - Technical/General Specifications & Compliance Form

Running Number	General Specifications	Bidder's Response (Yes/ No)	Remarks
1	Collect, receive, handle, transport, store, and dispatch documents from SriLankan Airlines collecting points to the destination all around the country, on time without causing any delay or mishandle		
2	Ensure that all documents received for delivery from/to overseas shall be forwarded to destinations on the first available flight of a reputed and reliable air carrier out of the origin point of the documents in the most economical and expeditious manner meeting the required service levels		
3	Daily courier service is required for delivery of cargo documents from Katunayake to Colombo		
4	Documents to be collected from Cargo terminal, BIA, Katunayake by 06:30 hrs. each working day.		
5	Deliveries to be completed before noon on the same day		
6	Delivery coverage areas – (Colombo 01–15 and Kelaniya area)		
7	Documents are to be delivered directly to customers' doorsteps		
8	Service is required from Monday to Friday excluding Weekends, Poya days and Mercantile holidays.		
9	Minimum 45days credit facility preferred		

Name of the Bidder:

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

ANNEXURE C: Price Schedule Form

SCOPE 1: A

Rate schedule for courier charges (Local Documents only)

Se. No.	Origin/Destination	Rate (LKR) per 1 doc		Estimated packages for 2yrs			Other Charges	Special Remarks	Delivery Period
		Up to 1kg	1kg to 2kg	Up to 1kg	500g to 1kg	Total			
1	Sri Lanka								
1.1	within Colombo			0	950	950			
1.2	Suburbs			0	0	0			
1.3	Outstations			0	650	650			
1.4	North and East			0	0	0			

SCOPE 1: B

Rate schedule for courier charges (Overseas Documents only)

Se. No.	Origin/Destination	Rate (LKR) per 1 doc		Estimated packages for 2yrs			Other Charges	Special Remarks	Delivery Period
		Up to 500g	501g to 1kg	Up to 500g	500g to 1kg	Total			
1	Australia			0	0	0			
3	Austria			0	0	0			
4	Bahrain			2	0	2			
5	Bangladesh			0	0	0			
6	Belgium			0	0	0			
7	Bulgaria			0	0	0			
8	Cambodia			0	0	0			
9	Canada			0	0	0			
10	China			8	0	8			
11	Cyprus			6	0	6			
12	Denmark			2	0	2			
13	Doha			4	0	4			
14	Dubai			2	0	2			
15	Egypt			2	0	2			
16	Finland			0	0	0			
17	France			0	0	0			
18	Germany			8	4	12			
19	Greece			0	0	0			
20	Hong Kong			6	0	6			
21	Hungary			2	0	2			
22	India			12	0	12			
23	Indonesia			0	0	0			

24	Ireland			2	0	2			
25	Israel			10	0	10			
26	Italy			2	0	2			
27	Ethiopia			0	0	0			
28	Japan			2	0	2			
29	Jordan			2	0	2			
30	Kenya			2	0	2			
31	Kuwait			2	0	2			
32	Lebanon			4	0	4			
33	London			0	0	0			
34	Malaysia			4	0	4			
35	Maldives			0	0	0			
36	Myanmar			0	0	0			
37	Netherlands			2	0	2			
38	Nepal			2	0	2			
39	New Zealand			0	0	0			
40	Norway			0	0	0			
41	Oman			2	2	4			
42	Pakistan			0	0	0			
43	Poland			0	0	0			
44	Qatar			2	0	2			
45	Russia			2	0	2			
46	Saudi Arabia			2	0	2			
47	Saudi			4	0	4			
48	Serbia			0	0	0			
49	Seychelles			2	0	2			
50	Singapore			8	0	8			
51	South Africa			0	0	0			
52	Spain			6	0	6			
53	Sweden			2	0	2			
54	Switzerland			8	0	8			
55	Taiwan			4	0	4			
56	Thailand			4	0	4			
57	Turkey			4	0	4			
58	UAE			4	0	4			
59	UK			8	0	8			
60	USA			8	0	8			
61	Vietnam			6	0	6			

** Apart from above rates, zonal rates should be quoted and maintained throughout the contractual period.

**Please ensure prices are filled in the format given above. No price schedule given in bidder's own format will be accepted.

**** Please quote the best and final price**

Signature: [Signature of person signing the Bid]

Designation: [Designation of person signing the Bid with frank]

Date: [Insert date]

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

ANNEXURE C: Price Schedule Form

SCOPE 2:

Rate schedule for express courier (same day delivery of UL Cargo documents).

Se. No.	Origin/Destination	Rate (LKR) per 1 doc	Other Charges	Estimates Volume	Delivery Period
1	UL Cargo - BIA			Approximately 75-85 documents per month	
1.1	Within Colombo 1-15				Same day delivery
1.2	Kelaniya				Same day delivery

** Apart from above rates, zonal rates should be quoted and maintained throughout the contractual period.

**Please ensure prices are filled in the format given above. No price schedule given in bidder's own format will be accepted.

**** Please quote the best and final price**

Signature: [Signature of person signing the Bid]

Designation: [Designation of person signing the Bid with frank]

Date: [Insert date]

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

ANNEXURE D: Bid Securing Declaration

*[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 (SriLankan Airlines)]*

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 been invited by SriLankan Airlines, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we;
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name *[insert printed or typed name]*

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

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

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

ANNEXURE E: Clientele Information Form

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

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

ANNEXURE F: Non-collusion Declaration

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

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

Draft Agreement

SRILANKAN AIRLINES LIMITED, a company incorporated in the Democratic Socialist Republic of Sri Lanka bearing company registration number PB67 and having its registered address at Airline Centre, Bandaranaike International Airport, Katunayake in the said Republic of Sri Lanka, (hereinafter called and referred to as "**SriLankan Airlines**" which term or expression shall where the context so requires or admits mean and include the said **SriLankan Airlines Limited**, its successors and assignees) of the One Part;

And a company incorporated in bearing company registration number and having its registered address at in the said (hereinafter called and referred to as "**Service Provider**" which term or expression shall where the context so requires or admits mean and include the said, its successors and assignees) of the Other Part;

WHEREAS Sri Lankan Airlines being a commercial international airline is desirous of obtaining the services of the Service Provider for the provision of local/international courier services to SriLankan Airlines in according to the requirements of SriLankan Airlines pursuant to the terms and conditions of this Agreement;

WHEREAS the Service Provider is engaged in the business of local/international courier services to clients and has the capability and facilities of supplying courier service to SriLankan Airlines as required by SriLankan Airlines according to the terms and conditions mentioned herein;

WHEREAS the Service Provider has expressed its offer to supply SriLankan Airlines with Courier services according to the requirements of SriLankan Airlines in accordance with the terms and conditions provided herein, and which offer has been accepted by SriLankan Airlines;

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

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

1. OBLIGATIONS OF THE SERVICE PROVIDER

1.1 Collect, receive., handle, transport, store and dispatch documents/goods from SriLankan Airlines collecting points to the destinations that are covered under this Agreement, on time without causing any delay of mishandle. The collecting points of SriLankan Airlines at the time of execution of this Agreements are set out herein and these collecting points can be changed by SriLankan Airlines Limited during the Term of this Agreement with due notice to the Service Provider.

1.1.1 SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake

1.1.2 SriLankan Airlines Limited, No 12, Sir Baron Jayathilake Mawatha, Colombo 01

1.1.3 SriLankan Airlines Limited, FlySmile Office, Orion City, Orugodawatta Colombo 09

1.1.4 SriLankan Airlines Limited, Mattala International Airport, Mattala

2.1.5 SriLankan Airlines Limited, No 141, Colombo Road, Kaluwella, Galle

2.1.6 SriLankan Airlines Limited, No 19, Temple Street, Kandy

1.2 Ensure all documents/goods addressed to overseas destinations shall be forwarded to such destinations on the first available flight of a reputed and reliable air carrier in the most economical and expeditious manner meeting the required service levels.

1.3 In the instances where the addressee/s cannot be located, or delivery is not affected at the first attempt for reasons not due to fault of the Service Provider, the Service Provider shall inform such failure to SriLankan Airlines and pursue the delivery until two times within two days from collection of such item.

1.4 Release of documents/goods shall be made only to the addressee or his/her authorized representative and only upon presentation to and verification by the Service Provider of the authenticity of the identification card presented by the addressee or such authorized representative.

1.5 Documents/goods addressed to companies, establishments or other facilities which have a mail room or central receiving area shall be delivered to such mail room or central receiving area unless otherwise agreed by the parties.

1.6 Service provider shall return to SriLankan Airlines all unclaimed local courier documents/goods within seven days and international courier documents/goods within twenty days of collection.

1.7 Service provider shall submit to SriLankan Airlines within seven days from collection of documents/goods, the delivery status report and delivery receipts duly acknowledged by the addressees or authorized representatives, with signature over the printed name as proof of delivery.

1.8 Service Provider shall perform the obligations under this Agreement with due care and diligence and prudence practiced in the industry and shall be performed in a reliable and professional manner in accordance to professional standards in conformity with good industry practices.

1.9 Service Provider shall take all necessary steps to safeguard all documents/goods that may have been entrusted to the custody of the Service Provider or any agents, employees, assistants or representatives of the Service Provider and the Service Provider shall pay SriLankan Airlines damages in case of loss and/or damage to such items due to the act or omission of the Service Provider or any agents, employees, assistants or representatives of the Service provider.

1.10 In the event of any loss or shortfall or default by the Service Provider, the Service Provider shall forthwith notify SriLankan Airlines and shall initiate investigations to and recover the items misplaced or lost.

1.11 Service Provider shall ensure that all personnel, agents or representatives of the Service Provider will strictly observe and comply with all security requirements of SriLankan Airlines and other government authorities as may be informed to the Service Provider from time to time by SriLankan Airlines.

1.12 Service Provider shall not assign or transfer its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines, provided that the Service Provider shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned or transferred. Any assignment made contrary to this Clause shall not be valid or binding on SriLankan Airlines;

1.13 If charged by SriLankan Airlines, pay liquidated damages as required in Clause 6 and Schedule D in the event the Service Provider fails to provide the Services or comply with its obligations under this Agreement.

1.14 Service provider together with its personnel, ensure that this Agreement (including any matter arising from it), any information secured, accessed or obtained pursuant to this Agreement and/or the services provided hereunder will be treated as strictly confidential and the contents herein shall not be disclosed by the Service Provider and/or its personnel to any third parties without the prior consent of SriLankan Airlines or as may otherwise be required by law.

1.15 Provide a centralized contact center operating 24/7 with 100% service level for inquiries and adhoc requests to action on SriLankan Airlines.

1.16 Ensure that the documents/goods are properly sealed for safe transportation.

1.17 The Service Provider warrants that:

- I. it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
- II. it has the right, power and authority and ability to enter into and perform its obligations under this Agreement, and is under no obligation, contractual or otherwise, and is not aware of any litigation which might interfere with the performance of its obligations under this Agreement;
- III. it is not a party to any agreement, and it will not make any agreement inconsistent or in conflict with the terms hereof during the Term of this Agreement;
- IV. it will comply with all representations, obligations, covenants and agreements and perform all of its obligations and responsibilities herein contained and comply with all applicable laws in the exercise of its rights and the performance of its obligations hereunder;
- V. it has obtained all necessary licenses, approvals and consents to enter into this Agreement and discharge the obligations set out herein in the manner set out herein.
- VI. It has a proven track record in handling door to door and immediate delivery of sensitive and valuable documents/goods.
- VII. It has wide range delivery network in the areas/countries specified in Schedule A hereof and possesses on-line tracking and tracing facility with the visibility of location.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES

2.1 SriLankan Airlines shall pay the Service Provider for the Services provided hereunder at the rates set out in Schedule B.

2.2 SriLankan Airlines shall prepare a serially numbered manifest of the documentation/goods which are handed over to the Service Provider giving a serial number to each and every documentation. The serial number shall be written on the left-hand side corner of the cover or the envelop/cover.

2.3 Sri Lankan Airlines shall obtain the signature of the authorized representative of the Service Provider on the duplicate of the manifest referred to in Clause 2.2 at the time of handing over the items for delivery.

2.4 SriLankan Airlines shall be entitled to appoint one or more service providers to obtain similar services contemplated hereunder or any other services during the Term of this Agreement.

2.5 SriLankan Airlines shall have the right to charge liquidated damages from the Service Provider as set forth under Clause 6 and Schedule D in the event of delay, default for any failure by the Service Provider to deliver the items within the stipulated time frame and/or the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of its obligation under this Agreement.

3. INVOICING, PAYMENT AND TAXES

3.1 During the Term of this Agreement, SriLankan Airlines shall pay to the Service Provider for the provision of services hereunder at the rates as more fully described in Schedule B of this Agreement. Apart from the payments set out in Schedule B, no further payments shall be payable by SriLankan Airlines to the Service Provider for the provision of the Services to SriLankan Airlines.

3.2 The Parties agree that the prices and/or rates set out in this Agreement (and Schedules hereto) shall be fixed for the duration of the Term and shall not be amended or increased during the Term, unless expressly agreed to in writing by SriLankan Airlines.

3.3 All payments to be made to the Service Provider under this Agreement shall be done on the number of items delivered in the month subject to deductions if any as per Clause 3.4.

3.4 SriLankan Airlines shall be entitled to withhold from any payments due to the Service Provider any sums of money required to be withheld or deducted by SriLankan Airlines under any law or regulation for the time being in force or pursuant to this Agreement and/or any liquidated damages to be paid by the Service Provider to SriLankan Airlines pursuant to this Agreement.

3.5 The Service Provider shall invoice SriLankan Airlines monthly, on arrears basis and shall send the invoice on or before 10th day of the following month in respect of services provided in the previous month pursuant to this Agreement. SriLankan Airlines shall settle the invoices within 45 days of the date of receipt of the invoice. In the event an invoice or part thereof is disputed, Sri Lankan Airlines shall pay the undisputed amount as stated therein. Upon any dispute with regard to the payments payable under the invoices in respect of any given month, the Service Provider shall promptly provide necessary clarifications and/or corrections to SriLankan Airlines. SriLankan Airlines shall pay the disputed amount due, if any, after the resolution of the determination of the dispute within fourteen (14) days of the resolution of such dispute.

3.6 All the invoices should be forwarded to SriLankan Airlines marked attention to personnel as mentioned below (Detailed Notices information's are mentioned in **SCHEDULE C** below to this Agreement)

- Scope 1 - Routine Mailroom Services of SLA forwarded to Ms. Anupama Ilangakoon – 0197331860/ 0744441860 | Email - anupama.ilangakoon@srilankan.com
- Scope 2 - Urgent Mails of Cargo Operations Dept of SLA forwarded to Mr. Buddhika Warnasuriya – 0197333269/ 0744443269 | Email - buddhika@srilankan.com

3.7 Payment shall be made in Sri Lankan Rupees to the bank account of the Service Provider at:

Name of the Beneficiary:

Account Number:

Swift Code:

Bank Branch:

Address of the bank:

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

3.9 Nation Building Tax (NBT) and Value Added Tax (VAT) are excluded from the rates and prices set forth in Schedule B and shall be payable by SriLankan Airlines as applicable.

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

3.11 The exchange rates used for calculating the amounts to be paid in currencies other than Sri Lankan Rupees shall be the average of buying and selling rate established by the Central Bank on the day of fund transfer.

4. LIABILITY & INDEMNITY

4.1 The Service Provider shall indemnify and hold harmless SriLankan Airlines, its directors, officers, employees, agents, sub-contractors free and clear from and against any and all losses, demands, proceedings actions, costs, expenses including legal fees, claims, damages and liabilities (whether or not they are third parties' claims) that may arise pursuant to or connecting to:

a) loss, mis-delivery, late delivery, non- delivery of documents/goods or damage to any documents/goods however caused by the Service provider and /or its personnel;

b) death or bodily injury caused to any person or employees of SriLankan Airlines arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);

c) loss or damage to any property of SriLankan Airlines, or properties of third party arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);

d) acts of theft, pilferage of documents/goods handed over to the Service Provider by SriLankan Airlines for delivery or other acts committed by the Service Provider or its personnel which cause financial loss or are likely to bring SriLankan Airlines into disrepute;

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

f) breach of any obligations or provisions of this Agreement by the Service Provider or its personnel.

4.2 Notwithstanding, Clause 4.1 above, SriLankan Airlines may, without prejudice to its right to terminate this Agreement, require the Service Provider to pay SriLankan Airlines the total value of any documents/goods lost, damaged or pilfered by the Service Provider or its personnel.

4.3 SriLankan Airlines shall indemnify and hold harmless the Service Provider free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of any personnel of the Service Provider caused by SriLankan Airlines' gross negligence or willful misconduct.

4.4 In no event shall SriLankan Airlines be liable to the Service Provider for any punitive, exemplary, special, indirect, incidental or consequential damages (including but not limited to, lost profits, lost business opportunities, loss of use or equipment down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

4.5 The liabilities and obligations of the Service Provider under Clause 4 shall survive the expiration or termination of this Agreement.

5. INSURANCE

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

5.1 A comprehensive liability insurance coverage including but not limited to coverage for third party liability (bodily injury/death and/or property damage), errors, omissions and negligence, liability for goods under their custody and control, fines and duties, costs and expenses, with a limit of liability of not less than LKR 5,000,000 per event.

5.2 A workmen's compensation insurance coverage covering all employees and representatives of the Service Provider involved with the performance of this agreement. The insurance policy arranged shall be extended to cover riots and terrorism.

6. NON-COMPLIANCE, BREACH AND NON-PERFORMANCE

6.1 In the event of the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance by the Service Provider of any of its obligations contained in this Agreement, Sri Lankan Airlines may at its discretion, without prejudice to any of its rights under this agreement.

a) terminate this Agreement as per Clause 8 of the Agreement: or

b) charge the Service Provider liquidated damages as specified in Schedule D: and/or

c) obtain the services of another contractor to carry out the services to be provided hereunder, PROVIDED however that in the event any money is expended by SriLankan Airlines on account of the Service Provider's noncompliance of the provisions of this Agreement or non-performance/partial performance or breach of its obligations under this Agreement, such said expenditure shall be re-charged from the Service Provider.

The Service Provider shall in the event of non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of its obligations under this Agreement make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in aforementioned such circumstances.

In addition to the above, SriLankan Airlines shall have the right of setting any other amounts as costs or damages arising from the Service Provider's noncompliance of the provisions of this Agreement or breach or non-performance/partial performance of its obligations of its obligations under this Agreement.

7. TERM & TERMINATION

7.1 This Agreement shall be valid for a period of two years commencing from and ending on, unless terminated earlier (hereinafter referred to as "**Term**"). This Agreement may be extended for a further period upon the mutual agreement of the Parties.

7.2 Notwithstanding anything contained under Clause 7.1, SriLankan Airlines may terminate this Agreement by issuing thirty days (30) prior written notice of termination to the Service Provider, without penalty and without assigning any reasons whatsoever. Such termination is to take effect on the expiry of the notice period.

7.3 Notwithstanding anything contained under Clause 7.1, the Service Provider may terminate this Agreement by issuing ninety days (90) prior written notice of termination to SriLankan Airlines, without assigning any reasons whatsoever. Such termination is to take effect on the expiry of the notice period.

7.4 Notwithstanding anything contained herein, SriLankan Airlines may terminate this Agreement forthwith in writing by sending a written notice in default, in the event the Service Provider:

- i) does not provide the services envisaged under this Agreement at the commencing date or in the manner required by SriLankan Airlines;

- ii) does not comply with the requirements and/or notices of SriLankan Airlines;

- iii) does not maintain or is not maintaining the work standard specified or implied herein to the satisfaction of or in the manner required or instructed by SriLankan Airlines from time to time; and/or

- iv) does not perform or fails or is failing to perform or unable to perform or prevented from performing any of its obligations under this Agreement, for whatsoever reason.

7.5 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.4 of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, services, as the case may be, similar to those unperformed under the Agreement, and the Service Provider shall be liable to SriLankan Airlines for any excess costs for such similar services procured by SriLankan Airlines. However, the Service Provider shall continue performance of the Agreement to the extent not terminated herein.

7.6 Sri Lankan Airlines shall have the right to terminate this Agreement by issuing written notice to the Service Provider in the following circumstances:

- i) if the Service Provider enters into liquidation whether compulsory or voluntary (other 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 of all or any part of its assets or takes or suffers any similar action in consequence of debt, with immediate effect; or

- ii) if the Service Provider shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade or loses its licenses to operate the Services contracted for under this Agreement, with immediate effect;

- iii) if the Service Provider is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;

- iv) repeated breach of this Agreement by the Service Provider despite such breach are remedied by the Service Provider

- v) if either Party ceases operating their business (for SriLankan Airlines its airlines business) or its license to operate the business (for SriLankan Airlines its airlines business) is revoked/cancelled/seized.

7.7 Either Party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other Party, if the other Party is in breach or material breach of any of the terms or conditions of this Agreement and the said breach is not remedied within fourteen (14) days of receipt of written notice from other Party or immediately if the breach or material breach is incapable of remedy.

7.8 Termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to the accrued rights and liabilities of SriLankan Airlines.

7.9 Upon the termination of this Agreement howsoever occasioned or the non-renewal of this Agreement, no compensation and/or damages whatsoever shall be payable by SriLankan Airlines to the Service Provider or any of the employees of the Service Provider.

7.10 On termination of this Agreement by SriLankan Airlines on account of any of the grounds specified in Clause 7.4, 7.6 or 7.7 above, without prejudice to its right to claim liquidated damages, SriLankan Airlines shall be entitled to arrogate the bank guarantee provided by the Service Provider under this Agreement as a means to recover the losses or damages incurred by SriLankan Airlines as a result of the Service Provider's failure to perform this Agreement.

8. GOVERNING LAW AND JURISDICTION

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

8.2 Notwithstanding Clause 8.1 of this Agreement, any dispute, controversy, or claim relating to this Agreement or the breach, termination or in-validity thereof, shall be first settled amicably. All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

9. FORCE MAJEURE

9.1 In the event that either Party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order which it could not be reasonably be expected to foresee or avoid (excluding, however, strikes, lockouts or other labour troubles), then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.

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

10. GENERAL

10.1 The Parties agree that throughout the Term of this Agreement, the Service Provider's employees shall remain employees of the Service Provider. Nothing in this Agreement shall create a relationship of employer/employee relationship between SriLankan Airlines and the employees provided by the Service Provider pursuant to this Agreement.

10.2 Nothing contained in this Agreement and no activity by either Party in the performance hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of its officers, directors, employees an agency or representative, relationship or a partnership, joint venture or association, employee or employer relationship nor shall this Agreement or any activity by either Party hereunder create or be deemed to create any express or implied right, power or authority of either Party to enter into any agreement or commitment, or to incur any liability or obligation, on behalf of the other Party; it being understood and agreed that each Party is and shall remain an independent contractor with respect to the other and shall not under any circumstances be considered a representative or agent of SriLankan Airlines.

10.3 The right and remedies of SriLankan Airlines against the Service Provider for the breach of any condition and for obligations undertaken by the Service Provider under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of Sri Lankan Airlines.

10.4 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the General Law in addition to the remedies stipulated in this Agreement.

10.5 This Agreement including Schedule A, B, C and D contains the entire agreement and understanding Parties and shall supersede all prior agreements, whether written or oral between the Parties hereto concerning the subject matter hereof. The terms and conditions of this Agreement shall not be altered, amended, varied or

modified otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Service Provider.

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

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

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

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

10.10 **Time is of Essence:** Time is of essence in the performance each and every obligation of the Service Provider.

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

10.12 **Confidentiality:** The Service Provider shall maintain in confidence, in accordance with the standards of care and diligence that it utilizes in maintaining its own Confidential Information, any and all Confidential Information received by it from Sri Lankan Airlines in connection with or in the course of performance of this Agreement. The Service Provider shall not and shall ensure its agents, employees, assistants or representatives do not disclose, divulge, use, publish or disseminate to any person any confidential information of SriLankan Airlines including information which it has obtained relating to the business affairs of SriLankan Airlines by reason of this Agreement without the prior written consent of SriLankan Airlines or unless required under the law. Disclosure to any such officers, directors, employees and representatives of the Service Provider shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance of the portion of the Agreement. The Service Provider shall be liable for failure of any of its officers, directors, employees, agents and representatives to comply with this Clause 10.12 of this Agreement.

10.13 **Survival of Clauses:** Termination or expiration of the Agreement for any reason:

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

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

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

10.14 Intellectual Property Rights:

a) SriLankan Airlines does not grant the Service Provider any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines except as expressly authorized in writing by SriLankan Airlines and the Service Provider shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.

(b) The Service Provider shall comply with any and all instructions issued by Sri Lankan Airlines in relation to the display of any designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights. Upon expiry or earlier termination of this Agreement, the Service Provider shall immediately cease and desist for all times from any use of or reference to SriLankan Airlines' intellectual property rights and shall return to SriLankan Airlines' copies or materials containing such intellectual property rights.

10.15 Definitions:

i) In this Agreement unless the context otherwise requires, the expressions set forth below have the meanings set opposite them when such expressions are used in this Agreement:

a) **"Agreement"** means this Agreement including Schedule A, B, C and D duly executed by the Parties;

b) **"Party"** means individually either SriLankan Airlines Limited or the Service Provider and shall be collectively referred to as **"Parties"**.

ii) In this Agreement unless the context otherwise requires:

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

b) references to any enactments, legislation shall include references to such enactments, legislation as re-enacted, amended, modified or extended and any subordinate legislation made under it;

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

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

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

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

IN WITNESS WHEREOF the authorized signatory of **SRILANKAN AIRLINES LIMITED** and have place their hands hereunto and to one other of the same tenor on the date first referred to above.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITES

Name:

Designation:

Witness:

FOR AND ON BEHALF OF
SERVICE PROVIDER

Name:

Designation:

Witness:

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITES

Name:

Designation:

Witness:

FOR AND ON BEHALF OF
SERVICE PROVIDER

Name:

Designation:

Witness:

SCHEDULE A

1. SCOPE OF WORK 1 – ROUTINE MAILROOM SERVICES OF SLA

The courier service provider shall be responsible for, including but not limited to, the following obligations and requirements:

- I. Collect, receive, handle, transport, store, and dispatch documents from SriLankan Airlines collecting points to the destination all around the country, on time without causing any delay or mishandle.
- II. Ensure that all documents received for delivery from/to overseas shall be forwarded to destinations on the first available flight of a reputed and reliable air carrier out of the origin point of the documents in the most economical and expeditious manner meeting the required service levels.

Note: Estimated work volume is given in annexures.

2. SCOPE OF WORK 2 – URGENT MAILS OF CARGO OPERATIONS DEPT OF SLA

The courier service provider shall be responsible for, including but not limited to, the following obligations and requirements:

- I. Daily courier service is required for delivery of cargo documents from Katunayake to Colombo.
- II. Documents to be collected from Cargo terminal, BIA, Katunayake by 06:30 hrs. each working day.
- III. Deliveries to be completed before noon on the same day.
- IV. Delivery coverage areas – (Colombo 01–15 and Kelaniya area).
- V. Documents are to be delivered directly to customers' doorsteps.
- VI. Service is required from Monday to Friday excluding Weekends, Poya days and Mercantile holidays.
- VII. Estimated average monthly volume is approximately 75-85 documents per month.

Note: The Price Schedule given is to be completed by the bidder to cover both above scopes

SCHEDULE B: Price Schedule Form

SCOPE 1: A

Rate schedule for courier charges (Local Documents only)

Se. No.	country of origin	Rate (LKR) per 1 doc		Estimated packages for 2yrs			Other Charges	Special Remarks	Delivery Period
		Up to 1kg	1kg up to 2 kg	Up to 500g	500g to 1kg	Total			
1	Sri Lanka								
1.1	within Colombo			0	950	950			
1.2	Suburbs			0	0	0			
1.3	Outstations			0	650	650			
1.4	North and East			0	0	0			

SCOPE 1: B

Rate schedule for courier charges (Overseas Documents only)

Se. No.	Country of origin	Rate (LKR) per 1 doc		Estimated packages for 2yrs			Other Charges	Special Remarks	Delivery Period
		Up to 1kg	1kg up to 2 kg	Up to 500g	500g to 1kg	Total			
2	Australia			0	0	0			
3	Austria			0	0	0			
4	Bahrain			2	0	2			
5	Bangladesh			0	0	0			
6	Belgium			0	0	0			
7	Bulgaria			0	0	0			
8	Cambodia			0	0	0			
9	Canada			0	0	0			
10	China			8	0	8			
11	Cyprus			6	0	6			
12	Denmark			2	0	2			
13	Doha			4	0	4			
14	Dubai			2	0	2			
15	Egypt			2	0	2			
16	Finland			0	0	0			
17	France			0	0	0			
18	Germany			8	4	12			
19	Greece			0	0	0			
20	Hong Kong			6	0	6			
21	Hungary			2	0	2			
22	India			12	0	12			
23	Indonesia			0	0	0			
24	Ireland			2	0	2			
25	Israel			10	0	10			
26	Italy			2	0	2			
27	Ethiopia			0	0	0			

28	Japan			2	0	2			
29	Jordan			2	0	2			
30	Kenya			2	0	2			
31	Kuwait			2	0	2			
32	Lebanon			4	0	4			
33	London			0	0	0			
34	Malaysia			4	0	4			
35	Maldives			0	0	0			
36	Myanmar			0	0	0			
37	Netherlands			2	0	2			
38	Nepal			2	0	2			
39	New Zealand			0	0	0			
40	Norway			0	0	0			
41	Oman			2	2	4			
42	Pakistan			0	0	0			
43	Poland			0	0	0			
44	Qatar			2	0	2			
45	Russia			2	0	2			
46	Saudi Arabia			2	0	2			
47	Saudi			4	0	4			
48	Serbia			0	0	0			
49	Seychelles			2	0	2			
50	Singapore			8	0	8			
51	South Africa			0	0	0			
52	Spain			6	0	6			
53	Sweden			2	0	2			
54	Switzerland			8	0	8			
55	Taiwan			4	0	4			
56	Thailand			4	0	4			
57	Turkey			4	0	4			
58	UAE			4	0	4			
59	UK			8	0	8			
60	USA			8	0	8			
61	Vietnam			6	0	6			

** Apart from above rates, zonal rates should be quoted and maintained throughout the contractual period.

**Please add all countries that you can provide service, extra to above mentioned.

SCHEDULE B: Price Schedule Form

SCOPE 2:

Rate schedule for express courier (same day delivery of UL Cargo documents).

Se. No.	Origin/Destination	Rate (LKR) per 1 doc	Other Charges	Estimates Volume	Delivery Period
1	UL Cargo - BIA			Approximately 75-85 documents per month	
1.1	Within Colombo 1-15				Same day delivery
1.2	Kelaniya				Same day delivery

****** Apart from above rates, zonal rates should be quoted and maintained throughout the contractual period.

SCHEDULE C - NOTICES

ANNEX

All the invoices should be forwarded to SriLankan Airlines with a marked attention to personnel as mentioned below;

In the case of SriLankan Airlines to:

Operational matters -

Scope 1 – Routine Mailroom Services of SLA

Ms. Anupama Ilangakoon

Logistics Department

SriLankan Airlines Ltd,

Bandaranaike International Airport,

Katunayake.

Tel: 0197331860/ 0744441860

Email: anupama.ilangakoon@srilankan.com

Scope 2 - Urgent Mails of Cargo Operations Dept of SLA

Mr. Buddhika Warnasuriya

Cargo, Airline Centre,

Bandaranaike International Airport,

Katunayake.

Tel: 0197333269/ 0744443269

Email: buddhika@srilankan.com

Invoicing & Payment matters –

Senior Manager Financial Services

Financial Services Department,

SriLankan Airlines Ltd,

Airline Centre,

Bandaranaike International Airport,

Katunayake.

Tel: 0197332702

Email: maresh.nanayakkara@srilankan.com

Attention Mahesh Nanayakkara

In the case of the Service Provider to:

Name:

Company name:

Company address:

Tel:

Email: