



**INVITATION FOR SUBMISSION OF BIDS FOR PROVISION OF CLEANING, JANITORIAL
SERVICES AND GARDEN MAINTENANCE**

REFERENCE NO: 202532579

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,
MINISTRY OF PORTS AND CIVIL AVIATION
ON BEHALF OF
SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (GENERAL)
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for the Provision of Cleaning, Janitorial Services and Garden Maintenance as specified in Section III - Schedule of Requirements.</p> <p>1.2 A virtual Pre-bid meeting via Ms Teams will be organized and site inspections can be carried out on the dates and time specified in the BDS. Bidder / one (01) duly authorized representative of the bidder shall present for the Pre-Bid meeting. If an authorized representative wishes to attend for the meeting, such person shall submit their details including their email addresses to given E-mail addresses in BDS well in advance. Refer Section II "Data Sheet", clause 16.2 for contact details.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• 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 : Questionnaire - Not Provided• Annexure E: Bid Security• Annexure F : Performance Bond• Annexure G : Clientele Information Form• Annexure H : Vendor Information Form• Annexure I : Non-collusion Declaration• Annexure J : Sample Contract

	C: Preparation of Bid
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV : Bid Submission Form • Annexure B : Duly filled Compliance Form • Annexure C : Price Schedule Form • Annexure E : Bid Security • Annexure I : Non-collusion Declaration
4. Bid Submission Form and Technical/ General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid.</p> <p>5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	<p>6.1 The Bidders shall quote in Sri Lanka Rupees.</p>

7. Documents to Establish Conformity of the Service	<p>7.1 The Bidder requires to submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> • Copy of certificate of Incorporation / Business Registration certificate • Contract Award letters or official documents from the awarded party as evidence for required work experience • R1 Form or Remittance forms for October, November and December 2025 confirming the required minimum cadre • Annexure G : Clientele Information Form • Annexure H : Vendor Information Form • Value Added Tax permanent registration certificate (Copy) if charging VAT • Audited Financial Statements for year 2022/23, 2023/24 and 2024/25
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 91 days after the bid submission deadline date.
9. Bid Security	<p>9.1 The Bidder shall furnish as part of its bid, a Bid Security, using Form included in Annexure E. (Mandatory)</p> <p>9.2 Any bid not accompanied by a substantially responsive Bid security in accordance with 1TB Sub-clause 9.1, Shall be rejected by Sri Lankan Airlines as non-responsive.</p> <p>9.3 The Bid security shall be in the amount specified in the Section II, “Data Sheet” and shall be unconditional, irrevocable, on demand bank guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka drawn at sight in favor of the SriLankan Airlines, valid for a period of Twenty Eight (28) days beyond the original validity period of the bid or beyond any period of extension.</p>
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 of samples - Not Applicable	
11. Submission of Samples	<p>11.1 Provide XXXXXXX along with the bid</p> <p>11.2 Bids without proper samples/ unidentifiable samples will be subject to rejection.</p> <p>11.3 If any bidder wishes to hand deliver samples, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section 11, Data sheet, clause 16.2 for contact details.</p>

E: Submission and Opening of Bid	
12. Submission of Bid	<p>12.1 Bidders shall submit their bids to the E-mail address as specified in the Section II “Data Sheet”</p> <p>12.2 The E-mail shall bear the specific identification of this bid exercise as indicated follows:</p> <p>Provision of Cleaning, Janitorial Services and Garden Maintenance - Reference No: 202532579</p> <p>12.3 If any bidder experience issue in sending bids, please contact SriLankan Airlines staff well in advance. Refer Section II “Data Sheet”, clause 16.2 for contact details. Upon successful submission of the e-mail, an automatic acknowledgement e-mail will be received. Bidder shall confirm that the bid has been submitted.</p>
13. Deadline for Submission of Bid	13.1 Bid must be received by the SriLankan Airlines to the E-mail address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
14. Late Bid	14.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 above.
15. Opening of Bids	<p>15.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders via Ms Teams on date and time specified in the Section II “Data Sheet”.</p> <p>15.2 Meeting request will be sent to Bidders who confirmed that bid has been submitted. Bidder / a representative of the bidder may be present and mark its attendance.</p> <p>15.3 Presence of the Bidder, will not necessarily ensure selection of the proposed service.</p>
F: Evaluation and Comparison of Bid	
16. Clarifications	<p>16.1 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.</p> <p>16.2 SriLankan Airlines’ request for clarification and the response shall be in writing at SriLankan Airlines’ email address specified in the Data Sheet.</p>

17. Responsiveness of Bids	<p>17.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.</p>																		
18. Evaluation of bid	<p>18.1 The bidders will be subjected to a technical evaluation based on the following criteria:</p> <ul style="list-style-type: none"> • A registered business in Sri Lanka • Minimum two recent consecutive years work experience in janitorial and cleaning service in Sri Lanka. Out of which a successful completion of contract for minimum 1 year period is mandatory. • The bidder shall have a minimum number of EPF/ETF paid employees, as of 31st December 2025 under which location/s of the bid is offered. Minimum number indicated below. In the event a Bidder submits bids for more than one location, the Bidder shall possess a total minimum number of personnel equal to the aggregate minimum personnel requirements of all such locations. <table border="1" data-bbox="589 893 1316 1260"> <thead> <tr> <th data-bbox="589 893 955 961">Location</th><th data-bbox="955 893 1316 961">Minimum employee number</th></tr> </thead> <tbody> <tr> <td data-bbox="589 961 955 997">Location 1</td><td data-bbox="955 961 1316 997">32</td></tr> <tr> <td data-bbox="589 997 955 1033">Location 2</td><td data-bbox="955 997 1316 1033">22</td></tr> <tr> <td data-bbox="589 1033 955 1069">Location 3</td><td data-bbox="955 1033 1316 1069">17</td></tr> <tr> <td data-bbox="589 1069 955 1105">Location 4</td><td data-bbox="955 1069 1316 1105">7</td></tr> <tr> <td data-bbox="589 1105 955 1140">Location 5</td><td data-bbox="955 1105 1316 1140">7</td></tr> <tr> <td data-bbox="589 1140 955 1176">Location 6</td><td data-bbox="955 1140 1316 1176">5</td></tr> <tr> <td data-bbox="589 1176 955 1212">Location 7</td><td data-bbox="955 1176 1316 1212">5</td></tr> <tr> <td data-bbox="589 1212 955 1248">Location 8</td><td data-bbox="955 1212 1316 1248">15</td></tr> </tbody> </table> <ul style="list-style-type: none"> • Total contract cost for 3 years for both options (individual location or bulk) shall be evaluated using the net present value. 	Location	Minimum employee number	Location 1	32	Location 2	22	Location 3	17	Location 4	7	Location 5	7	Location 6	5	Location 7	5	Location 8	15
Location	Minimum employee number																		
Location 1	32																		
Location 2	22																		
Location 3	17																		
Location 4	7																		
Location 5	7																		
Location 6	5																		
Location 7	5																		
Location 8	15																		
19. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	19.1 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																			
20. Acceptance of the Bid	<p>20.1 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.</p> <p>20.1 SriLankan Airlines has the right to award the contract location-wise or bulk, for the substantially responsive lowest evaluated bidder/s.</p>																		

21. Notification of acceptance	<p>21.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>21.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>21.4 The Contract is extendable for a further 01 year period based on mutual agreement under same terms and conditions and supplier performance.</p>
22. Performance Bond	<p>22.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of 5% of the total value of the contract (Blocked or to be renewed annually), using the Performance Security Form included in Annexure F.</p> <p>22.2 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.</p> <p>22.3 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.</p>

Section II: Data Sheet

In the event of any discrepancy or inconsistency between the Draft Agreement and any other section of the Bidding Document, the provisions contained in Sections I to V of the Bidding Document shall prevail.

ITB Clause Reference	
1.2	<p>Pre-bid meeting will be conducted on 28th January 2026 on 1100 Hrs Attendance shall confirm to:</p> <p>Email; maheshini.kulathilaka@srilankan.com or nimna.udunuwara@srilankan.com</p> <p><u>Site Inspection is scheduled as follows:</u></p> <p>Location 1 - Operational & Office areas (BIA) - 29 January 2026 Location 2 - Passenger Terminal (BIA) - 29 January 2026 Location 3 - Cargo Terminals (BIA) - 29 January 2026 Location 4 - Ground Service and Operation Building, Passenger Terminal, Cargo Terminal (MRIA) - 02 February 2026 Location 5 - Colombo Offices (Regional Building, WTC L3, Cargo Baggage Acceptance office) - 30 January 2026 Location 6 - Ticket Office, Kandy - 03 February 2026 Location 7 - Ticket Office, Galle - 02 February 2026 Location 8 - SriLankan Airline Ltd Katunayake Premises - 29 January 2026</p>
9.3	<p>Bid security shall be in LKR for the amount of the applicable Bid Security under which Location/s the bid is offered shall be made by the bidder. (i.e if the offer is made for 2 locations , applicable amounts for the 2 categories shall be made. If the offer made for all locations total amount shall be made)</p> <p>The amount of the Bid Security shall be:</p> <p><u>Janitorial & Cleaning Service</u></p> <p>Location 1 - Operational & Office areas (BIA) - LKR 999,300 Location 2 - Passenger Terminal (BIA) - LKR 457,100 Location 3 - Cargo Terminals (BIA) - LKR 684,200 Location 4 - MRIA - LKR 275,500 Location 5 - Colombo Offices - LKR 130,200 Location 6 - Ticket Office, Kandy - LKR 22,800 Location 7 - Ticket Office, Galle - LKR 23,200</p> <p><u>Garden Maintenance</u></p> <p>Location 8 - SriLankan Airline Ltd Katunayake Premises - LKR 484,100</p> <p>Validity of the Bid Security requires until 9 June 2026 (28 days beyond the bid validity period)</p>

12.1	The E-mail address for submission of Bids is : genproctenders@srilankan.com
13.1	Deadline for submission of bids is on or before 1000 hrs on 10th February 2026 SriLankan Time (GMT +5:30)
15.1	Opening of bids on 1000 Hrs on 10th February 2026 SriLankan Time (GMT +5:30)
16.2	<p><u>For Clarifications/confirmation for pre-bid meeting:</u></p> <p>Attention: Nimna Udunuwara Address: SriLankan Airlines Limited, Commercial Procurement Department (General), Airline Centre, Bandaranaike International Airport Katunayake , Sri Lanka</p> <p>Telephone: +94 (0) 19733 2650 / 0744442650</p> <p>E mail address: nimna.udunuwara@srilankan.com or maheshini.kulathilaka@srilankan.com</p>

Section III - Schedule of Requirements

I. Description of Service	Provision of Cleaning, Janitorial Services and Garden Maintenance
II. Period	3 years
III. Location	<p><u>Janitorial & Cleaning Service</u></p> <p>Location 1 - Operational & Office areas (BIA) Location 2 - Passenger Terminal (BIA) Location 3 - Cargo Terminals (BIA) Location 4 - Ground Service and Operation Building, Passenger Terminal, Cargo Terminal at MRIA Location 5 - Colombo Offices (Regional Building, WTC L3, Cargo Baggage Acceptance office) Location 6 - Ticket Office, Kandy Location 7 - Ticket Office, Galle</p> <p><u>Garden Maintenance</u></p> <p>Location 8 -SriLankan Airline Ltd Katunayake Premises</p>
IV. Payment Term	Minimum 45 days credit from the date of receipt of the invoice
V. Performance Bond	5% of the total value of the contract

Section IV - Bid Submission Form

Any bid not accompanied by a Bid Submission Form Shall be rejected by Sri Lankan Airlines as non-responsive.

[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 unit price of our bid is (excluding VAT): [insert the individual unit 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 119 days after the bid submission deadline date.

Signed:

Name:

Date

Section V - General Conditions

1. The bidder shall read and fully understand conditions stated in bidding document prior to made the Bid.
2. The provided Sample Contract (Annexure J) states the right and obligation of both selected bidder and SriLankan Airlines. Sample contract has to be fully read and understand by the prospective bidder.

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

acknowledged.

You 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.

Compliance Form

Name of the Bidder :

Compliance of the bidder for each criteria below to be indicated.

	Requirement	Required documentary evidence	Compliance of bidder (To be filled by the bidder with supporting document where necessary)
1.	A registered business in Sri Lanka	Copy of certificate of Incorporation / Business Registration certificate	Compliant / Non-compliant with the requirement Documentary evidence Attached or Not
2.	Minimum two recent consecutive years work experience in janitorial and cleaning service in Sri Lanka. Out of which a successful completion of contract for minimum 1 year period is mandatory.	Contract award letters or official documents from the awarded party. If need arise SriLankan Airlines will query from clients to testify or to obtain clarification	Compliant / Non-compliant with the requirement Documentary evidence Attached or Not
3.	The bidder shall have a minimum number of EPF/ETF paid employees, as of 31st December 2025 under which location/s of the bid is offered. Minimum number indicated below. In the event a Bidder submits bids for more than one location, the Bidder shall possess a total minimum number of personnel equal to the aggregate minimum personnel requirements of all such locations.	R1 Form or Remittance forms for October, November and December 2025	Compliant / Non-compliant with the requirement Documentary evidence Attached or Not

..... [Signature of person signing the Bid]

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

Date: {Insert date}

Scope of Service

1. BASIC CRITERIA FOR THE EMPLOYEES

2.1 Janitorial/Gardening personnel should meet following criteria:

- Aged between 25 - 60 years (maximum 10% of the total cadre allocated for SriLankan airlines shall be in the age group of 55-60 years)
- More than half of the cadre for each location should be male and under 55 years of age
- Medically fit and Security cleared by the state security/ SriLankan Airlines Ltd.
- Supervisors should have minimum 3 years of experience in relevant field with strong leadership skills. Subject to interview and approve by SriLankan Airlines.
- Minimum 50% staff should be new in addition to the existing staff.
- Previous service provider leavers cannot be accommodated.

2.2 The Service provider needs to ensure that the following requirements are met at their own expense:

- 24 hours x 7 days communication facility between SriLankan Airlines and Service provider's personnel at the respective Head Office/ Duty Supervisors.
- email address to share information and log complains.
- A duty mobile phone to be issued to the supervisor on duty at SriLankan Airlines premises.
- Medical and security clearance from SriLankan Airlines/ Airport & Aviation Services (SL) Ltd. (where applicable) for the workforce, 3 days prior to commencement of the employment.

2. SERVICES

It is mandatory that the Service Provider ensure to provide the specifications outlined in the following annexures (under the scope of service) strictly during the contracted period subject to daily, monthly, and spot checks by the SriLankan Airlines for proper compliance:

- 2.1 Provide minimum employee requirement as specified in Annex I under Scope of Service.
- 2.2 Provide Services as specified in the Annex II under Scope of Service.
- 2.3 Provide all equipment, Machines, Instruments, Tools and Materials should be brand new and as specified in Annex III under Scope of Service. SriLankan Airlines should be updated whenever stock replenish with a joint inspection.
- 2.4 Provide suitable uniforms as specified in Annex IV under Scope of Service.
- 2.5 Draft service agreement refer Annex I - Sample Contract.

Annex I - EMPLOYEE REQUIREMENT

Cleaning and Janitor Services							Annex - I a
BUILDING / AREAS – Passenger / Cargo Terminals & Operational / Office Areas - Bandaranaike International Airport (BIA), Passenger / Cargo Terminals & Ground Services Operational Building - Mattala Rajapaksha International Airport (MRIA) Colombo and other locations (24 Hrs/ 7 Days for week)		ALLOCATION OF SUPERVISORS			ALLOCATION OF JANITORS		
		DAY SHIFT		NIGHT SHIFT	DAY SHIFT		NIGHT SHIFT
		0700 -> 1730	0700 -> 1900	1900 -> 0700	0700 -> 1730	0700 -> 1900	1900 -> 0700
K A T U N A Y A K E B I A	All buildings occupied by SriLankan Airlines at Katunayake except Canteens, Passenger & Cargo Terminals	0	1	1	38*	8*	6*
	Passenger Terminal (Spaces occupied by SriLankan Airlines except washrooms, and Lounges)	0	1	1	0	10*	6*
	Airport Lounges Operated by SriLankan (Serendib and Serendiva Lounges)	0	1	1	0	10*	6*
	Cargo Terminals Export & Imports including container yard. -	0	1	1	0	16*	10*
M A T T A L A M R I A	GROUND SERVICE AND OPERATION BUILDING (including the garden)	1	0	0	2	0	4
	PASSENGER TERMINAL (Spaces occupied by SriLankan Airlines except wash rooms)				0	4	
	CARGO TERMINALS						
BUILDING / AREAS OTHER THAN BIA/CAK/MRIA		ALLOCATION OF SUPERVISORS			ALLOCATION OF JANITORS		
		Monday -> Friday	Saturday	Sunday	Monday -> Friday	Saturday	Sunday
		0730 -> 1730	0730 -> 1530	0730 -> 1530	0730 -> 1730	0730 -> 1530	0730 -> 1530
C O L O M B O	REGIONAL BUILDING, COLOMBO 1 Offices, Rest Room, Toilets and Garden	1	1	0	6*	3*	1*
	WORLD TRADE CENTER LEVELS 3, (EAST TOWER) Offices, Stores, Pantries (Excluding Toilets)						
	CARGO SALES – Baggage Acceptance Office						
K A N D Y	TICKET OFFICE Counters, Offices, Stores, Rest Room and Toilets (Wash Room) - Days except mercantile holidays	0	0	0	1	1	0
G A L L E	TICKET OFFICE Counters, Offices, Stores, Rest Room and Toilets (Wash Room) - Days except mercantile holidays	0	0	0	1	1	0
.							

Garden Maintenance			Annex I b
GARDEN AREAS		ALLOCATION OF SUPERVISORS	ALLOCATION OF GARDENERS
K A T U N A Y A K E B I A	All Garden areas / Roads / Pathways / Drains / Gutters/ etc. at SriLankan Airlines Katunayake premises, Including cargo terminal garden areas, and the plant nursery at Engineering premises. (*Minimum of 15 gardeners should be male)	0700 -> 1600 (All Days)	0700 -> 1600 (All Days of week)
		1	24*
			.0

Annex II - SERVICES SPECIFICATIONS

Cleaning and Janitor Services			Annex - 2 a
Specification		Areas	Remarks
1.DAILY			
a)	Sweeping / Mopping / Vacuuming	As per Annex I	
b)	Dusting / Telephone cleaning	As per Annex I	
c)	Special assignments - Empting dust bins: Office Areas i) Food waste @ 9.00am & 2.00pm ii) Office waste @ 4.00pm Operational Areas i) Food waste @ 9.00am 4.00pm, 3.00am	As per Annex I As per Annex I	
d)	Toilet Cleaning Office areas i) Regular cleaning @ 7.00am, 9.00am, 11.00am & 3pm ii) Deep cleaning @ 5pm Operational areas i) Regular cleaning @ 6.00am, 9.30am, 2.00pm, 6.00pm, 11.00pm & 3.00am ii) Deep cleaning twice daily at suitable intervals depending on the operational activities.	As per Annex I As per Annex I	except World Trade Centre, except Passenger Terminals @ Bandaranaike International Airport and Mattala Rajapaksha International Airport.
2.WEEKLY			
a)	Deep Cleaning	As per Annex I	Sign boards, glasses, internal walls, ceilings, partitions & drains along the building. Wash, clean all waste bins on a weekly basic.

3.MONTHLY			
a)	Deep Cleaning	As per Annex I	High Glass panels, roof, walls etc. in the external building.
3. QUARTERLY			
a)	Shampoo / Sealer / Wax	As per Annex I	On request
c)	Cleaning light fittings/Shades/ High wall	As per Annex I	On SriLankan Airlines(UL) Holidays

Common areas - corridors, staircases, rest rooms, lobbies, class rooms, conference halls and meeting rooms (As per Annex I).
Operational areas –24HR working areas within SriLankan Airlines premises (As per Annex I).

*Note: Ensure nil findings from health state sector regarding mosquito breeding points & related health issues due to lack of compliance. Any costs for ad-hoc work requirements due to non-attendance to the given scope of work will be deducted from the invoice value and on top LKR. 2,500.00 per day for each occasion for non-compliance would be in place.

Annex 2 b				
Garden Maintenance (SriLankan Airlines premises at Katunayake, As per Annex I)				
S/NO	DESCRIPTION	DAILY	WEEKLY	MONTHLY
01	Garden*	Thorough cleaning of the garden areas, collect waste and debris in common path and driveways and maintain the supplied garbage bins in a proper manner.	Grass to be cut, wild plants and debris to be removed. Remove all debris and waste in container yards both at Ramp and Cargo.	Trimming of trees and bushes. Proper removal of cuttings to the designated garbage points. General maintenance of trees that do not require specialist skills. Clearing of weeds between the security fence areas.
02	Drains*	All drains to be kept clean at all times ensuring proper flow of water and ensure avoid mosquito breeding points.	-	Deep cleaning of the covered drains
03	Roof gutters*	-	Cleaning of all gutters and debris to be removed as immediately	-

Annexure 3 a- MINIMUM REQUIREMENT OF EQUIPMENT, MACHINES, INSTRUMENTS, TOOLS AND MATERIALS

Annex III a													
Equipment, Machines, Instruments, Tools and Materials (Heavy Duty)	Areas	Deductions for non-availability of items (per day)	Bandaranaike International Airport (BIA)			Mattala Rajapaksha International Airport (MRIA)			Colombo Offices			Kandy	Galle
			Katunayake Operations and Office premises	Passenger Terminal	Cargo Terminals	Passen ger Termin al	Cargo Terminal	Ground Services Operations Building	Regional Building, Col 1	WTC L3, Col 1	Cargo Sales Col 4	Ticket Office	Ticket Office
Electric Sweeper		Rs: 2,000/-	1	1									
Scrubber		Rs: 1,000/-	4	1			1		1	1	1	1	1
Polisher			1							1			
Vacuum Cleaner (Heavy Duty)													
Wet and Dry			3	1			1		1		1	1	1
Dry			5	1	1	1			1	2			
Shampooing Machine			1							1			
Hand Soap													
Garbage Bags													
Access equipment													
Scuff holding (reach 40' height)		Rs: 1000/-	1	2		1			1		1		
Step ladders (less than 8 feet)			1	1	1		1					1	1
Ladders (reach height 12feet and 20feet)			1	1		1			1		1		

Garden Maintenance Services

Annexure 3 b

ITEMS			Deductions for non-availability/ non- functionality of items (per day)	MINIMUM NOS REQUIRED
01	Blower		5,000/-	02
02	Bush Cutter		5000/-	03
03	Lawn Mower/ Grass Cutter			03
04	Chemical Sprayer 4ltr (Manual)		5000/-	01
05	Wheel Barrows			06
06	Axe (Large)		-	03
07	Axe (Small)		-	02
08	Ekel Brooms		-	15
10	Mammoties		-	10
11	Shovel		-	10
12	Hose Pipe (1" diameter & 30 meters length) with Sprinklers		-	05
13	Fork (Large)		-	01
14	Securers		-	03
15	Rakes		-	10
16	Crow Bar		-	01

17	Large Knives	-	03
18	Gum Boots	1000/-	05 pairs
19	Branch Cutter/ Tree Pruner	5000	1
20	Chain saw	5000	1

Note-

- **Backup equipment must be available as required.**
- **A complete list of equipment must be submitted.**
- **All equipment must be handed over on the first day prior to entry into the premises.**
- **All equipment must be brand new or in fully functional and serviceable condition.**

Annex IV - UNIFORMS REQUIREMENT

The Contractor should ensure all Janitors and Gardeners are issued with uniforms as specified below:

Such uniforms provided shall be distinct in colour from workers who provide other services at SriLankan Airlines' premises.

1. Males - Shirts / T-shirts and Trousers (minimum 2 sets) with a pair of canvas shoes
2. Female - Shirts / T-shirts and Skirts / Trousers (minimum 2 sets) with a pair of canvas shoes.
3. PPE as per health sector requirements in the event if it is regulatory.

LIQUIDATED DAMAGES

- In the event of non-compliance to the minimum cadre requirements as stated in Annexure II the Service Provider needs to ensure immediate steps are taken to provide minimum cadre within three hours. Failing to comply will result in applying the following liquidated damages:
 - A deduction of 1.2 times the per-shift salary will be applied to each employee for non-attendance.
 - Deductions for non-availability of items (per day) as per Annexure 3 a and b
- In the event non-compliance to average 90% attendance of the required janitorial cadre for three consecutive calendar months as stated in the Annexure I, service provider will be enforced with a 50% deduction from the total monthly contractual value **OR** in the event if no improvement in attendance the contract will be subject to termination at the discretion of the Company giving 30 days of notice.
- In the event of non-availability of serviceable number of equipment & materials mentioned in the Annexure III, the stated amounts will be deducted from the monthly invoice.
- Service Provider is required to use environment friendly cleaning products which are safe and non-toxic to the Human Health and Environment. It is mandatory that the quantity of chemicals/detergents/garbage bags required on monthly basis is declared in the Tender document (Schedule B) and constant maintaining of the stocks by service provider. Non-compliance of maintaining the declared stocks will be subject to a 2% deduction from the monthly invoice.
- The service provider is required to strictly comply with all applicable labour laws & statutory wages board regulations of Sri Lanka.

ANNEXURE C: Price Schedule Form

Name of the Bidder :

Option 1 – Individual Location Offer (If areas are awarded separately)

Services 1 - Janitorial & Cleaning			
Location 1 – Operational & Office areas (BIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 2 – Passenger Terminal (BIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 3 – Cargo Terminals (BIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			

Services 1 - Janitorial & Cleaning			
Location 3 – Cargo Terminals (BIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Equipment			
Garbage bags			
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 4 – Ground Service and Operation Building, Passenger Terminal, Cargo Terminal (MRIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			

Services 1 - Janitorial & Cleaning			
Location 4 – Ground Service and Operation Building, Passenger Terminal, Cargo Terminal (MRIA)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Garbage bags			
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 5 – Colombo Offices (Regional Building, WTC L3, Cargo Baggage Acceptance office)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			

Services 1 - Janitorial & Cleaning			
Location 5 – Colombo Offices (Regional Building, WTC L3, Cargo Baggage Acceptance office)			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 6 – Ticket Office, Kandy			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			

Services 1 - Janitorial & Cleaning			
Location 6 – Ticket Office, Kandy			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 1 - Janitorial & Cleaning			
Location 7 – Ticket Office, Galle			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			

Services 1 - Janitorial & Cleaning			
Location 7 – Ticket Office, Galle			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Other cost (calculations/details to be attached)			
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Services 2 - Garden Maintenance			
Location 8 –SriLankan Airline Ltd Katunayake Premises			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			
Other cost (calculations/details to be attached)			

Services 2 - Garden Maintenance			
Location 8 –SriLankan Airline Ltd Katunayake Premises			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Option 2 – Bundle Offer (If all areas are awarded as a bundle)

Services 1 & 2 - Janitorial, Cleaning & Garden Maintenance			
Location 1-8 – All Areas			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
For manpower (Salary) (Calculation/details to be attached)			
Chemical			
Equipment			
Garbage bags			
Other cost (Calculation details to be attached)			

Services 1 & 2 - Janitorial, Cleaning & Garden Maintenance			
Location 1-8 – All Areas			
Particulars	Charges per Month for Year 1	Charges per Month for Year 2	Charges per Month for Year 3
Total per month (Excluding Taxes)			
VAT %			
Total per year (Excluding VAT)			
Total for 3 years (excluding VAT)			

Notes:

- The Bidder shall sign and place Company stamp in every page of the Price Schedule
- Wages should be based on the latest gazette remuneration as of the tender closing date.
- Bids are invited under 2 options for location-wise awarding or bulk awarding for both Janitorial and Garden services. Bidder may Bid for one Option or 2 Options.
- Payment Term - Minimum 45 days credit from the date of receipt of the invoice

..... [signature of person signing the Bid]

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

Date : [insert date]

Annex D
Not Required
Questionnaire

ANNEXURE E: Bid Security

THIS IS A COMPULSORY FORM. NON-SUBMISSION OF DULY FILLED/SIGNED FORM SHALL RESULT IN REJECTING THE BID.

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

-----[insert the issuing agency's name, and address of issuing branch or office]-----

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

Date: _____

BID GUARANTEE No: -----[insert (by issuing agency) number]

We have been informed that -----[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated -----[insert (by issuing agency) date] (hereinafter called "the Bid") for the supply of _____, Under Invitation for Bids No.-----[insert Reference number] ("the Bid").

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures]-----[insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by SriLankan Airlines during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is 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, otherwise it will remain in force up to ---- (insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

ANNEXURE E : Performance Bond

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into the Contract dated ----- with you, for the ----- Supply of -----[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, 90 days beyond the expiry of the contract] 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

Bidder shall provide the details of clients who employed staff similar to required service and other services as well. SriLankan Airlines will contact respective client if need arise.

	Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Contract duration	Category of staff employed	Number of employees engaged
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

..... [signature of person signing the Bid]

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

Date : [insert date]

VENDOR INFORMATION FORM
(To be filled by the vendor)

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

<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	<input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
<input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors	<input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
<input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration	<input type="checkbox"/> Audited financial statements of the vendor Company for the last three years
	<input type="checkbox"/> Others (specify)

Annexure I : Non-collusion Declaration

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 J : Sample Contract

In the event of any discrepancy or inconsistency between the Draft Agreement and any other section of the Bidding Document, the provisions contained in Sections I to V of the Bidding Document shall prevail.

This Service Agreement (hereinafter referred to as "**Agreement**") made on this _____ day of _____ between:

SRILANKAN AIRLINES LIMITED a company incorporated in Sri Lanka bearing company registration number PB67 and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, 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, assignees and representatives) of the One Part;

and

_____ an individual business registered in Sri Lanka bearing registration number _____ and having its registered office _____, Sri Lanka (hereinafter called and referred to as "the Service Provider" which term or expression shall where the context so requires or admits mean and include the said _____, its successors, assignees and representatives) of the Other Part.

WHEREAS SriLankan Airlines being a commercial international airline is desirous of obtaining Cleaning and Janitorial Services and Garden Maintenance Services from the Service Provider pursuant to the terms and conditions stipulated in this Agreement.

AND WHEREAS the Service Provider is engaged in providing Cleaning & Janitorial Services and Garden Maintenance Services and has the capability and facilities of providing such services to SriLankan Airlines as required by SriLankan Airlines.

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

1. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

1.1 subject to provisions of this Agreement, provide the services specified in the Schedule A to SriLankan Airlines (hereinafter referred to as the "Services").

1.2 take best endeavors to ensure that personnel employed by the Service Provider possess the minimum qualifications set out in Schedule A.

1.3 nominate one of its personnel to be the liaison officer of the Service Provider under this Agreement who shall be able to visit SriLankan Premises and take decisions as and when required.

1.4 ensure that no individual personnel other than its nominated liaison officer or any of its designated personnel shall directly or indirectly get involved in any activities which relates to Service Provider's work or its personnel or involve in any communication in Service Provider's work or its personnel with SriLankan Airline staff.

1.5 if charged by SriLankan Airlines, pay liquidated damages as required in Clause 6.1(b) in the event the Service Provider fails to provide Services or comply with its obligations under this Agreement.

1.6 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.

1.7 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 (except for the purposes of taking legal advice) without the prior consent of SriLankan Airlines or as may otherwise be required by law.

1.8 comply with and 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 governmental authorities particularly including but not limited to the following:

- a) wear the security pass/identity card issued by SriLankan Airlines and /or Airport and Aviation Services (Sri Lanka) Limited to such persons, at Service Provider's own cost;
- b) confine themselves only to the areas mentioned in the said security pass;
- c) use security passes for access only during duty hours for the purposes of discharging assigned duties.

1.9 perform obligations under this Agreement with due care and diligence and ensure that personnel deployed hereunder possess necessary skills to perform Services as required by the Schedule and adhere to all SriLankan Airlines Safety Standards.

1.10 comply with and ensure that all its personnel deployed by the Service Provider under this Agreement comply with all directives and standing orders issued by SriLankan Airlines from time to time pertaining to the discharge of its obligations under this Agreement

1.11 provide uniforms including shoes to its personnel according to the instructions set out in Schedule A to be worn by its personnel whilst they are performing duties under the Agreement.

1.12 provide 24hours x 7days communication facility throughout the year between SriLankan Airlines and the Service Provider's Personnel at the respective Head Offices.

1.13 shall not interfere in the work or personnel of other service providers who are offering services for SriLankan Airlines.

1.14 arrange its personnel for training as and when required by SriLankan Airlines

1.15 ensure that (except as may be otherwise specified herein or in the schedules hereto) under no circumstances will any of its personnel operate equipment or drive vehicles.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES

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

2.2 Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may assign and vary the work specified in Schedule A including but not limited to variation of volumes, types of work, hereto from time to time. Upon such variation, the parties shall record such variation by way of a written amendment to this Agreement and such amendment shall record *inter alia* the proportionate adjustment to the rate if applicable.

2.3 SriLankan Airlines shall have the right to direct the Service Provider to remove any of its personnel, who in the opinion of SriLankan Airlines is considered to be undesirable or unfit to provide any of the Services specified or any of its personnel failing to wear uniform including shoes under this Agreement.

2.4 SriLankan Airlines shall be entitled to supervise and review the Services carried out by the Service Provider hereunder.

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

2.6 SriLankan Airlines shall consider to review and obliged with any direct gazette wage differences if any and this Agreement would be based on the current statutory requirements in place as of the bid closing date.

3. INVOICING, PAYMENT AND TAXES

3.1 The Service Provider shall provide the services at the rates and prices according to the number of actual required personnel reported to work as more fully described in Schedule B hereto during the term of the contract as stated in schedule A of this Agreement.

3.2 The prices and/or rates set out in this Agreement (and Schedules hereto) shall not be revised unless there is a statutory revision to the wage rates as compared to the levy that prevailed at the time of tender closing.

3.3 Pursuant to Clause 3.1 above, SriLankan Airlines shall pay the Service Provider as agreed to under this Agreement and Schedule B, less any amounts as may be deductible to the bank account set forth under Schedule B.

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 by SriLankan Airlines under any law or regulation for the time being in force or pursuant to this Agreement and/or any amount that SriLankan Airlines has incurred as a result of the Service Provider not making any required payment(s).

3.5 The Service Provider shall send TAX/SVAT invoice to SriLankan Airlines monthly basis or before 10th day of the following month. SriLankan Airlines shall settle the invoices within 30 days of the receipt of invoices. In the event an invoice is disputed, SriLankan Airlines shall pay the undisputed amount as stated herein and the disputed amount shall be payable within fourteen (14) days of the resolution of the dispute.

3.6 All the invoices should be forwarded to SriLankan Airlines marked attention of the officer designated for this purpose in Schedule C.

3.7 Payment shall be made in Sri Lankan Rupees by way of cheque drawn in favour of the Service Provider according to the information provided in Schedule B.

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

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

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

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

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, costs, expenses including legal fees, claims, damages and liabilities, to SriLankan Airlines, its directors, officers, agents, employees, representatives or any third parties that may arise pursuant to this Agreement, in particular pursuant to any:

- a) claims in by any employees of the Service Provider made pursuant to this Agreement and/or under the Workmen's Compensation Ordinance in Sri Lanka as amended or any other law or any failure of the Service Provider to discharge its responsibilities or obligations towards its employees;
- b) accident, injury or death caused to any person including employees of SriLankan Airlines or loss or damage to any property including properties of SriLankan Airlines, arising out of any act or omissions of the Service Provider and/or any of its personnel;
- c) acts of theft, pilferage of property or other acts committed by the Service Provider or its personnel which cause financial loss or are likely to bring SriLankan Airlines into disrepute;
- d) improper provision of the Services provided under this Agreement; and/or
- e) violation of any laws, regulations or rights of any party by any act or omission of the Service provider and/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 property lost, damaged or pilfered by the Service Provider's 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 personnel of the Service Provider or damage to the Service Provider's personnel property caused by SriLankan Airlines' gross negligence or willful misconduct.

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

5. INSURANCE

5.1 The Service Provider shall, without prejudice to its obligations under Clause 4 and condition precedent to this Agreement at its own cost, secure a Public liability insurance covering death, bodily injury and property damage (including damage to SriLankan Airlines property and / or injury, death caused to any employee or representative of SriLankan Airlines), for an event limit of not less than LKR 5,000,000, (Five million) in a form acceptable to SriLankan Airlines which shall be kept current and enforceable throughout the term of this

Agreement. The insurance policy shall be extended to cover, but not be limited to, fire and explosion.

5.2 Such a policy/policies of insurance as aforementioned shall incorporate the following provisions in respect of the liability assumed by the Service Provider under this Agreement.

- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents as additional assureds.
- b) A severability of interest clause, where the insurance (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
- c) Confirm that such insurance shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Service Provider or by any other person and shall remain valid regardless of any breach or violation by the Service Provider or any other person of any warranty, declaration or condition contained in such insurances.
- e) The insurer (of the aforementioned policy/policies) will provide thirty (30) days prior written notice to SriLankan Airlines of any material change of the insurance affected pursuant to this Clause.

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

5.4 The service provider shall also arrange and keep in place an insurance policy on an all risk basis covering any equipment or items or stock or person effects of the service provider and / or its employee for the replacement value of such equipment or items or stock or personal effects. Notwithstanding this clause SriLankan Airlines shall not be responsible for any loss or damage to such equipment or items or stock or personal effects of the service provider or its employees or representatives.

5.5 Insurance policies referred to in above clauses shall be arranged with a reputable insurance company acceptable to SriLankan Airlines Limited.

5.6 The Service Provider shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 6.1 and 6.3.

5.7 The insurance coverage required by Clause 5.1 and 5.3 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. **NON COMPLIANCE**

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

- a) Terminate this Agreement as per Clause 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 provided, however that in the event any money is expended by SriLankan Airlines on account of the Service Provider's noncompliance or breach of its duties, such said expenditure shall be re-charged to the Service Provider.

7. BANK GUARANTEE

7.1 The Service Provider shall not later than fourteen (14) days signing 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 stipulated in Schedule B as security for the due and proper performance by the Service Provider of its obligations under this Agreement. All applicable bank charges (including any changes at the time of enhancement) on such bank guarantee shall be borne by the Service Provider.

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

7.3 The bank guarantee shall remain in force throughout of this Agreement and 90 days thereafter or until all the obligations of the Service Provider are fulfilled whichever falls later.

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

7.5 In the event of an adjustment or deduction of the bank guarantee by SriLankan Airlines against the due and proper performance by the Service Provider of its obligations under this Agreement, the Service Provider shall immediately pay to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the bank guarantee to its original amount.

7.6 The Service Provider shall not be entitled to any interest on the bank guarantee.

7.7 SriLankan Airlines shall not make any payments under this Agreement to the Service Provider until SriLankan Airlines has received the bank guarantee as stipulated under Clause 7.

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

7.9 In the event this Agreement is extended for further periods, the Service Provider 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.

8. TERM & TERMINATION

8.1 This Agreement shall be valid for a period of _____(____) years from _____ to _____. This Agreement may be extended for further period _____(____) year with mutual agreement of both parties.

8.2 Notwithstanding Clause 8.1 SriLankan Airlines may terminate this Agreement by giving to the other thirty (30) days written notice (such termination to take effect on the expiry of the notice period).

8.3 Notwithstanding anything contained herein, SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Service Provider:

- (i) does not provide the Services envisaged under this Agreement at the commencement date 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 by SriLankan Airlines; and/or
- (iv) for whatever reason, does not/fails/is failing/unable to perform or prevented from performing any of its obligations under this Agreement.

8.4 SriLankan Airlines shall have the right to terminate this Agreement forthwith by written notice to the Service Provider upon the happening of any of the following events:

- (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; 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 in the Agreement.

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

8.6 On 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.

8.7 On termination of this Agreement by SriLankan Airlines on account of any of the grounds specified in Clause 8.3 or 8.4, without prejudice to its right to claim liquidated damages, SriLankan Airlines shall be entitled to forfeit the bank guarantee provided by the Service Provider under this Agreement as a means to recover the damages incurred by SriLankan Airlines as a result of the Service Provider's failure to perform this Agreement.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.

9.2 In case of any dispute arising between contracting parties, a serious attempt shall be undertaken by both parties towards an amicable settlement. In all matters where such an amicable settlement cannot be reached, both parties agree that the dispute shall be determined by the courts in Sri Lanka

10. FORCE MAJEURE

10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration

Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order which it could not be reasonably be expected to foresee or avoid, 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 despatch. However, it is hereby stated that in the event the Service Provider is unable to provide the Service pursuant to this Agreement in a situation enumerated above, the payment to be made pursuant to Clause 3 hereof shall be proportionately reduced taking into account the rates set out in Schedule D.

Notwithstanding the above each party shall give the other 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.

11. GENERAL

11.1 Throughout the duration 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.

11.2 SriLankan Airlines shall not be bound to recruit any of the personnel employed by the Service Provider to provide Services under this Agreement in whatsoever circumstances.

11.3 At all times the Service Provider and its employees will be deemed to be an independent contractor and shall not under any circumstances be considered a representative or agent of SriLankan Airlines.

11.4 SriLankan Airlines shall with the prior written consent of the Service Provider, which shall not be withheld unreasonably, be entitled to assign or transfer the whole Agreement or any part thereof to a subsidiary or associate company of SriLankan Airlines.

11.5 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 SriLankan Airlines.

11.6 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.

11.7 This Agreement contains the entire agreement between the parties and the terms and conditions of this Agreement shall not be varied otherwise than by an instrument in writing by the duly authorized representatives of SriLankan Airlines and the Service Provider.

11.8 Except otherwise required in the Agreement, all notices , requests, demands, or other communications under this Agreement shall be in writing and delivered personally with acknowledgement of receipt or sent by registered prepaid post , or facsimile/email with electronic confirmation receipt in the case of SriLankan Airlines and the Service Provider to the designated officer and address.

11.9 Each party hereto represents and warrants that it has the power and ability to enter into this Agreement and 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.

12. CONFIDENTIALITY OF INFORMATION

12.1 The Service Provider hereby undertakes that Service Provider and each of its affiliates, employees, agents or representatives shall not, without limit in point of time, divulge or communicate to any third party any information relating to the business and affairs of SriLankan Airlines, which may come to the knowledge of Service Provider in the course of delivering the services contracted out under this Agreement. Service Provider shall ensure the applicability of confidential obligations of Service Provider under this Agreement are extended to its Staff on same or more stricter terms by way of a Non-Disclosure Agreement entered in to between Service Provider and each individual Staff.

12.2 In the event the Service Provider, any of its employees, agents, or representatives or Staff breaching the obligation set out under Clause 12.1, SriLankan Airlines shall be entitled to forthwith terminate this Agreement.

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

Signature
Name
Designation

Witness:

Signature
Name
Designation

For and on behalf of
NAME OF THE COMPANY

Signature
Name
Designation

Witness:

Signature
Name
Designation

SCHEDULE A -SCOPE OF SERVICES
CLEANING AND JANITORIAL SERVICES & GARDEN MAINTENANCE

SCHEDULE B - OFFER SHEET & ACCOUNT DETAILS

Account Information

2.1 All payments shall be paid by SriLankan Airlines to the Service Provider to the following bank account:

Payee:

Bank Name & Branch:

Account Number:

7.1 Bank Guarantee value: 10 % of total contract amount (and as per Clause 7.1 of Contract Agreement) to be attached.

Validity period: As per Clause 7.3 and if contract extended for further year the Bank Guarantee should be renewed as per the Clause 7.3.

SCHEDULE C – NOTICES

A. Notices to SriLankan Airlines relating the following matters to be addressed to as stated below:

1. Operational matters:

Manager Administration (Logistics & Properties),
SriLankan Airlines Limited,
Airline Centre,
Bandaranaike International Airport
Katunayake

Tel: 019 733 2817

Fax: 019 733 5219

E-mail:

2. Invoices for Payments:

Manager Financial Services
SriLankan Airlines Limited,
Airline Centre,
Bandaranaike International Airport
Katunayake

Tel: 019 733 2702

Fax: 019 733 5283

E-mail:

B. Notices to the Service Provider:

3. Service Provider:

Tel: _____

Fax: _____

E-mail: _____

SCHEDULE D- LIQUIDATED DAMAGES