

**INVITATION FOR QUOTATION FOR**

**SELECTION OF A SECURITY SERVICE PROVIDER TO PROVIDE**

**SECURITY SERVICES AT SRILANKAN OFFICES IN COLOMBO**

**REFERENCE NO: MSO/057/2024**

**SRILANKAN AIRLINES**

**AIRLINE CENTRE**

**BANDARANAYAKE INTERNATIONAL AIRPORT**

**KATUNAYAKE**

**SRI LANKA**

**Section I. Instructions to Suppliers (ITS)**

|  |  |
| --- | --- |
| **A: General** | |
| 1. Scope of Bid | 1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of security services as specified in Section III - To provide Security services at SriLankan Airline offices in Colombo.  Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. |
| **B: Contents of Documents** | |
| 1. Contents of   Documents | 2.1 The documents consist of the Sections indicated below.  • Section I. Instructions to Service providers  • Section II. Data Sheet  • Section III. Schedule of Requirements   * Sections IV. Quotation Submission Form * Section V. General Conditions * Annexure A: Security services requirements and prices.     • Annexure B: Sample Contract Agreement |
| **C: Preparation of Quotation** | |
| 1. Documents Comprising your Quotation | 3.1 The document shall comprise the following:   * Sections IV - Quotation Submission Form. * Annexure A - Security services requirements and prices. * Copy of the MOD approval for Security Service Provider. * Security operational strength * Clientele |
| 4. Quotation Submission Form and Security services requirements and prices | 4.1 The Security Service Provider shall submit the Quotation Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 5. Prices | 1. Unless stated in Data Sheet, all items must be priced separately in the Security services requirements and prices. 2. The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation. |
| 6. Currency | 6.1 The Security Service Provider shall quote only in LKR |
| 7. Documents to Establish the Conformity of Security services | 7.1 The Security Service Provider shall submit document proof to demonstrate that it has been duly authorized to provide security services to SriLankan Airlines. |
| 8. Period of Validity of quotation | 8.1 Quotations shall remain valid for a period of ninety (90) days after the quotation submission deadline date. |
| 9. Format and Signing of Quotation | 9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Security Service Provider. Please ensure all documents are duly signed and stamped in the given area when forwarding. |
| D: **Submission and Opening of Quotation** | |
| 10. Submission of Quotation | 10.1 Security Service Providers shall submit their quotations by email to [**ulsecltenders@srilankan.com**](mailto:ulsecltenders@srilankan.com) Only. |
| 11. Deadline for Submission of Quotation | 11.1 Quotation must be received by the Purchaser at the email address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. |
| 12. Late Quotation | 12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations in accordance with ITS Clause 11.1 above. |
| 13. Opening of  Quotations | 13.1 The Purchaser shall conduct the opening of quotation in the presence of the Security Service Providers at the address, date and time specified in the Data Sheet.  13.2 A representative of the bidders may be present and mark its attendance as specified in the Data Sheet.  13.3 Presence of the Security Service Provider, will not necessarily ensure the selection of the proposed security services. |
| **E: Evaluation and Comparison of Quotation** | |
| 14.Clarifications | 14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any Security Service Providers for a clarification of its quotation. Any clarification submitted by a Security Service Providers in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.  14.2 The Purchaser’s request for clarification and the response shall be in writing. |
| 15. Responsiveness of Quotations | 15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.  15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser. |
| 16. Evaluation of quotation | 16.1 The items will be subjected to a Technical Committee for evaluation based on the following criteria:   * Cost effectiveness. * Operational Strengths. * MOD approval for Security programme * Clientele. |
| 17. Purchaser’s Right to Accept any Quotation, and to Reject any or all Quotations. | 17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders |
| **F: Award of Contract** | |
| 18. Acceptance of the Quotation | 18.1 The Purchaser will accept the quotation of the Security Service Providers whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued. |
| 19. Notification of acceptance | 19.1 The Purchaser will notify the successful Security Service Provider, in writing, that its quotation has been accepted. |

**Section II: Data Sheet**

|  |  |
| --- | --- |
| ITS Clause Reference |  |
| 1.1 | The Purchaser is: SriLankan Airlines  Address: SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake |
| 3 | The service provider Bank details are required |
| 7.1 | Proprietor’s authorizations is required. |
| 11.1 | Email address for submission of Quotations is [**ulsecltenders@srilankan.com**](mailto:ulsecltenders@srilankan.com)  Deadline for submission of quotations is on or before 05th November 2024 before 1000hrs |
| 13 | Bid opening is on 05th November 2024  SRILANKAN AIRLINES  AIRLINE CENTRE  BANDARANAYAKE INTERNATIONAL AIRPORT  KATUNAYAKE  SRI LANKA  POSTAL CODE-11450 |

**Section III – Schedule of Requirements**

SriLankan Airlines requires total of 05 staff per day / night shift as specified below on shift basis for access control duties at SriLankan Airlines offices in Colombo.

|  |  |  |
| --- | --- | --- |
| **SECURITY SERVICES REQUIRED AT THE UL PREMISES IN**  **COLOMBO** | | |
| **Duty point** | **No of Sec staff** | |
|  | **Day (0700 -1900)** | **Night (1900 -0700)** |
| WTC Ticket Office / SriLankan Sales | 02 (01 LSO, 01 JSO) | One should continue till office closure |
| Regional Office | 02 JSO | 01 JSO |
|  |  |  |
|  | **04**  (03 male & 01 female) | **01**  (01 male) |

JSO - Junior Security Officer

LSO - Lady Security Officer

**Section IV - Quotation Submission Form**

[The Security Service Provider 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:

* 1. We have read and have no reservations to the document issued;
  2. We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following security services [insert a brief description of the security services];
  3. Rates for the Security Personnel for a 12 hour shift: [insert the individual unit price in words and figures];

1. Junior Security Officer -
2. Lady Security Officer -
   1. Our quotation shall be valid for the time specified in ITS Clause 8.1
   2. We understand that our quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
   3. We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.
   4. We hereby attaching the following documents;
3. Copy of the MOD approval for Security programme.
4. Security operational strength
5. Clientele

Signed: [insert signature of the duly authorized person]

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

Date

**Section V - General Conditions**

1. If accepted, it is mandatory that the Security Service Provider signs the Contract Agreement – Annexure B.
2. Annexure B shall be duly completed and signed by SriLankan Airlines and will be sent to the Security Service Provider, subsequent to product confirmation by SriLankan Airlines.
3. The contract is valid for 2 years.
4. The prices quoted in Annexure A will be valid for a period of 2 years.
5. The Security Service Provider shall make available to provide security services for a period of 2 years.
6. History of the company, Organizational structure, Recruitment process, Training process, Insurance / Indemnity or any other related documents are also to be furnished along with this quotation.
7. Quotation should be in English language

Please note our expected terms for the settlement of invoices as follows:

Payment : 30 days from the date of receipt of invoice.

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# ANNEXURE A – SECURITY SERVICES REQUIREMENTS AND PRICES

**Table – 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Duty point** | **Duties in brief** | **No of Sec staff** | |
|  |  | **Day** | **Night** |
| WTC Ticket Office / SriLankan sales | Surveillance/access control/exit control | 02 | One should continue till office closure |
| Regional Office | Surveillance body baggage check/ Access control | 02 | 01 |
|  | **Total Staff** | **04**  (03 male & 01 female) | **01** (01 male) |

Rates for the Security Personnel for a 12 hour shift:

Lady Security Officer = Rs.

Junior Security Officer = Rs.

(Rates are exclusive of taxes)

VENDOR’S INFORMATION \*Please sign and stamp below and send the

completed proposal form via E-mail

To be completed by the Security Service Provider

|  |  |
| --- | --- |
| Company name: |  |
| Name of the main contact: |  |
| Designation: |  |
| Address: |  |
| Tel: |  |
| Fax: |  |
| E-mail: |  |
| PO E-mail (If applicable): |  |
| PO C.C. (If applicable): |  |

……………………………

Date

Please fill in all information and do not delete any sells in this worksheet

# ANNEXURE B - SAMPLE CONTRACT AGREEMENT

**AGREEMENT FOR PROVISION OF SECURITY SERVICES**

**SriLankan Airlines Limited**, a company incorporated in Sri Lanka bearing company registration number PB 67, and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka**.** (Hereinafter referred to as the “SriLankan Airlines”) of the One Part, and

**Service provider,**

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(Hereinafter referred to as the “Service Provider”) of the Other Part

SriLankan Airlines and the Service Provider shall be collectively referred to as “Parties” and individually as a “Party”.

Whereas SriLankan Airlines is desirous of obtaining security services and ancillary services at SriLankan Airlines premises/locations/buildings at Colombo.

And whereas the Service Provider is engaged in providing security services has the capability and facilities of providing such services;

And whereas the Service provider is desirous of providing such said services to SriLankan Airlines.

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

**1. OBLIGATIONS OF THE SERVICE PROVIDER:**

The Service provider shall:

* 1. Provide the security service set out herein at the locations mentioned below and the deployment of security personnel is to be done as per Annex “B” for the requirement of SriLankan Airlines. The employees of the Service Provider who shall be deployed to provide the services listed below shall be positioned at least 10 minutes before the shift.
  2. Refrain from deploying any of its security staff in continuation for more than 24hours commencing from 0700 to 1900hrs and 1900hrs to 0700hrs on the following day and such continuation will be permitted only in an unavoidable situation by prior notification and approval of the in-charge Colombo offices, SriLankan Airlines security department.
  3. agree that any staff continuation contrary to clause 1.2 above will be treated according to **C) Criteria 3 SLA Audit/Inspection / Category of Action B, Description Any noncompliance relating to Standard Operating Procedure (SOPs)** which is found in this document under the clause 4 Service credits.

|  |  |
| --- | --- |
| **Security services** | **Detail Description** |
| **Surveillance/access control/exit control duties at SriLankan Ticket office, Level 3 East Tower, World Trade Center, Colombo -01** | 1. Permit entry to staff and other authorized personnel including customers, visitors and service providers. 2. Ensure the security clearance of staff entering ticket office premises i.e. service providers, subcontract staff / clients / and visitors. 3. Prevent / detect / apprehend entering, unauthorized personnel / explosive device/weapons/unauthorized items into the SriLankan ticket office premises. 4. Prevent/ detect/ apprehend taking out any item in an unauthorized manner from the SriLankan ticket office premises. 5. Check/search validity of entry passes/relevant documents as per the instructions provided. 6. Monitor all staff/visitors and customers entering into the Sales/ticket office for signs of suspicious/drunken/violent behavior. 7. Check staff/visitors, customers and their carry-on items and office area SriLankan ticket office, as and when instructed by physically/using electronic mechanical equipment body searching/security sweeping. 8. Observe and check all staff / visitors, their carry-on items leaving out and / or monitor to prevent SriLankan property being taken away in an unauthorized manner. 9. Should be courteous and well-mannered when dealing with staff and other persons. 10. Perform any other security duties as required. 11. Any irregularity / detection of suspicious item / imminent violent behavior of a person must inform to Duty Security Supervisor / Officer-in-charge of SriLankan Airlines, Colombo immediately. |
| **Surveillance body baggage check/ Access control at SriLankan airlines Regional office, No 12, Sir Baron Jayathilake Mawatha, Colombo 02** | 1. Check all staff, customers, visitors, carry-on items / buildings and vehicles as and when required by physically / using/ electronic / mechanical equipment / body searching / Security searching / security sweeping. 2. Maintain all records, registers, key control register and Routine Information Book (RIB) in the correct and orderly manner. 3. Perform any other duties related to security functions as required while being vigilant during day/night duty. 4. Should be attired in uniform which is neat and tidy at all times when on duty. 5. Should be courteous and well-mannered when dealing with staff and other persons. 6. Any irregularity / detection of suspicious items or suspicious behavior of person must be informed to Duty Security Supervisor /Officer in-charge SriLankan Airlines offices, Colombo immediately |

* 1. comply with all terms and conditions as set forth in this Agreement, Standard Operating Procedures (SOPs), Admin Circulars and ad hoc advisories/directives issued by SriLankan Airlines to the Service Provider.
  2. provide further security services on ad hoc basis (at least 3 days prior written notice) as requested by SriLankan Airlines from time to time.
  3. ensure that employees deployed to perform services hereunder are qualified, skilled and properly trained and dedicated workers for the execution of the services as set out in this Agreement.
  4. at its own cost comply with all requirements of any Government or local Government regulations (particularly with those pertaining to safety, labor and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
  5. remove any of its employees, agents or representatives who SriLankan Airlines has reasonably directed (pursuant to Clause 2.7 below) as being undesirable or unfit to carry out any of the services provided in this Agreement. If the personnel of Service Provider is removed for any reason upon written request from SriLankan Airlines, the Service Provider shall provide a replacement within a period of 01st Jan 2025 to 31st Dec 2026. It is hereby clarified that SriLankan Airlines shall not be responsible for any liability arising from termination of employment of Service Provider’s personnel under this Agreement and the Service provider hereby acknowledges that it shall undertake any responsibility connected with termination of a Service Provider’s personnel as stated above and/ consequent to termination of this Agreement.
  6. not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines and the Service Provider shall ensure that the personnel deployed by the Service Provider are employees of the Service Provider.
  7. ensure having an effective and auditable security management system and management structure that provides oversight on security related activities.
  8. ensure that its employees, are adequately briefed on the SriLankan Airlines policies and procedures and; are trained and found competent in line with such standards and procedures.
  9. report all accidents and incidents and near misses to the SriLankan Airlines representative within 10 minutes of becoming aware of same.
  10. promptly inform SriLankan Airlines representative of any hazards or issues likely to impact the SriLankan Airline’s Safety and Security.
  11. Under no circumstances should the same security person continue duties after performing night duty shift. In the event it is extremely necessary to continue the same person day shift to night shift, the approval shall be obtained from Manager Security operations of SriLankan Airlines. An employee should not exceed more than 12 night shifts in a calendar month. In the event of violation of this requirement, 100% of shift rate of an officer shall be deducted as service credits. No payments shall be made for continuation except as explained above.
  12. ensure that every employee wears the uniform of the Service Provider as well as appropriate protective equipment.
  13. implement as soon as possible mutually agreed corrective actions that are deemed needed in order to perform its services efficiently and effectively under the terms of this Agreement.
  14. Shall appoint a responsible manager to co-ordinate all services to be performed under this Agreement and liaise with General Manager Group Security of SriLankan Airlines for all operational matters.
  15. shall be responsible for the acts or omissions of its employees to the full extent of the law.
  16. If any inquiry/investigation arises as a result of the conduct of the personnel of Service Provider causing any detriment to SriLankan Airlines, Service Provider shall assist SriLankan Airlines in investigation process and if necessary proving witnesses to SriLankan Airlines.
  17. The Service Provider warrants that:

* + 1. it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
    2. 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;

1. it is not 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; and
2. 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;
3. 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.

**2. DUTIES AND OBLIGATIONS OF SRILANKAN AIRLINES**

SriLankan Airlines shall

1. monitor the performance of the Service Provider using a combination of random sampling and continuous monitoring.
2. as and when it is deemed necessary, give feedback to the Service Provider based on the Performance Measurement or otherwise, through an arranged meeting, correspondence or verbally which will be initiated by SriLankan Airlines at any time as it deems necessary to do so.
3. vary the work specified in this Agreement with the consent of the Service Provider.
4. reserves the express right to hire, purchase and/or engage any other person(s)/ contractor(s), equipment and/or material for the execution or work and/or services which:

a) In SriLankan Airlines’ opinion is/are specialized in nature; or

b) The Service Provider has failed to perform/provide in accordance with the specifications set out under this Agreement (and its Schedules).Provided, however, that in the event of the Service Provider will reimburse SriLankan Airlines for any costs or expenses expended by SriLankan Airlines in respect of same.

1. carry out regular inspections, if required, with or without the presence of a representative of the Service Provider.
2. 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.
3. have the right to direct the Service Provider to remove any of its personnel, who in the sole opinion of SriLankan Airlines is considered to be undesirable or unfit to provide any of the Services specified in this Agreement.
4. Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may assign and/or vary the scope of the Services specified in herein including but not limited to variation to the volumes or types of work to be performed by the Service Provider or its personnel 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.
5. have the right to charge Service Credits from the Service Provider as set forth under Clause 4 for any failure by the Service Provider to provide the required number of personnel as stipulated under Annex B of the Agreement 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.
6. **INVOICING AND PAYMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Bank | Branch/Code | Type of Account | Account No |
|  |  |  |  |

* 1. The Service Provider shall be paid as more fully described in Schedule “A” hereto.
  2. The rates shall be fixed during the term of this Agreement and shall not be increased under any circumstances
  3. Pursuant to Clause 3.1 above, the Service Provider shall invoice SriLankan Airlines on a monthly basis in respect of Services provided (in the preceding month) pursuant to this Agreement.
  4. SriLankan Airlines shall, subject to Clause 3.5 and 3.6 below, pay the Service Provider within 45 days of the receipt of the invoice, less any amounts that may be deductible. Any dispute in an invoice shall be brought to the attention of the Service Provider by SriLankan Airlines within 30 days of receipt of the invoice.
  5. Except for the invoices which are subject to dispute, SriLankan Airlines will settle all invoices. Submitted by the Service Provider for services performed under this SLA within 45 days of receipt of such invoice.
  6. When any invoice or part thereof disputed with 30 days as specified above, the disputed amount shall be resolved by discussion / negotiation within two months of receipt of the invoice and if any sum is payable, such amount shall be payable within 30 days after restoring same.
  7. SriLankan Airlines shall be entitled to withhold or deduct any payments including the Service Credits due from the Service Provider to SriLankan Airlines in terms of Clause 4 of this Agreement or under the general law form the payments due to the Service Provider in accordance with the terms of this Agreement. However not withstanding anything mentioned herein, all payments for which service has been provided shall be settled as specified in 3.5 above other than such payments which are disputed which will be dealt as specified under 3.6.
  8. All financial transactions between the Service Provider and SriLankan Airlines shall be only in LKR and the Service Provider should bear responsibility for all statutory payments relating to its own employees and taxes therein.

**3 (b) TAXES**

**i In addition to any changes under this Agreement has Customer agrees to pay the prevailing Government Taxes (SSCL and SVAT) applicable to the services rendered under this Agreement provided.**

**4. SERVICE CREDITS**

4.1 The Service Provider shall at all times comply with standards for each service as set out in Clause 1.1 of this Agreement. Non-compliance shall be notified promptly to the Service Provider by Senior Manager Security Operations, SriLankan Airlines or his nominee. Compliance requirements shall be measured in terms of and non-compliance shall be dealt with as mentioned below:

* + 1. **Criteria 1 Resourcing**

The Service Provider shall meet the resource requirements for each agreed service. Resource requirements shall be measured in terms of and non-compliance shall be dealt with as mentioned below under Service Credit:

|  |  |
| --- | --- |
| **Requirement** | **Service Credit** |
| Deployment of Number of personnel | 100% reduction of the fee for one personnel as defined in Schedule A for each missing personnel (applicable if personnel remain absent during the entire shift time) |
| On-time positioning of all personnel | 25% of the fee for one personnel as defined in Schedule A reduction for incomplete positioning |

* + 1. **Criteria 2 Compliance**

The Service Provider shall at all times comply with standards for each service as set out in Clause 1.1 of this Agreement. Compliance requirements shall be measured in terms of and non-compliance shall be dealt with as mentioned below:

|  |  |
| --- | --- |
| **Compliance Requirement** | **Service Credit** |
| Failure to notify any non-compliance, irregularity, theft or other breaches of security | 100% reduction of the fee for one personnel as defined in Schedule A from the fees payable to the relevant security personnel. |

**C) Criteria 3 SLA Audit/Inspection**

SriLankan Airlines representative shall carry out regular inspections, if required, with or without the presence of a representative of the Service Provider. The purpose of this activity is to monitor whether the personnel of the Service Provider commit any of the activities categorized in the below Table 3, within the security handling process, which allows both SriLankan Airlines and the Service Provider to manage the service offered to the SriLankan Airlines.

In the event that the personnel of the Service Provider are found to be committed any of the activities listed below, SriLankan Airlines shall be entitled to take appropriate action/ mentioned in the Table or charge the percentage of Service Credits as described in Table under this paragraph, against each of the commissions by the Service Provider.

|  |  |
| --- | --- |
| **Category of Action** | **Description** |
| **A** | * + Fraudulent transaction/invoicing   + Theft/possession of SriLankan Airlines goods without authority   + Fraud / aiding and abating fraudulent activity   + Dishonesty (signing on late, claiming overtime not worked, misuse of company’s goods, property and facilities etc.)   + Serious neglect of duty resulting loss to SriLankan Airlines   + Act of violent towards SriLankan Airlines staff or client   + Assault or attempted assault   + Breaching of security standards   + Sexual harassment (male or female)   + Bribery/extortion |
| **B** | * + Security officers not conversant with duties   + Any non- compliance relating to Standard Operating Procedures (SOP’s).   + Disregarding a reasonable and lawful order from any competent SriLankan Airlines authorized officer   + Drunk on duty   + Sleeping on duty   + Point desertion   + Registers and equipment short fall/not functioning   + Guards/Officers not subjected to pre-employment/deployment vetting   + Posting of bodies at a lower grade than agreed e.g. guard instead of officer or male instead of female officer.   + Uncertified guards/ officers- not done refresher course   + Complicity in carrying out any illicit act |
| **C** | * + No uniform/ untidy uniform   + No identity card/permit |

**Service Credits for Non – Compliance**

|  |  |  |
| --- | --- | --- |
| **Category of Action** | **Frequency of Occurrence per month** | **Service Credit** |
| **A** | First Occurrence  Second occurrence | Probationary Warning  Termination of SLA by SriLankan Airlines without penalty |
| **B** | First Occurrence  Second occurrence  Third occurrence | 100% of a security officer  entire shift rate  200% of a security officer  entire shift rate  Termination of SLA by SriLankan Airlines without penalty |
| **C** | First Occurrence  Second occurrence  Third occurrence  Fourth Occurrence and above | 25% of a security officer  shift rate  50% of a security officer  shift rate  100% of a security officer  shift rate  Probable termination of SLA. by SriLankan Airlines without penalty |

4.2 The above percentage of Service Credits for non-compliance to agreed Compliance Requirement shall be deducted from the fees payable to the Service Provider at the end of that specific month.

4.3 All deductions and the application of Service Credit made herewith under provisions of this Agreement shall not under any circumstances prejudice SriLankan Airlines from seeking any other recourse for compensation.

4.4 Deduction of service credits or taking any remedial measure in terms of Table 4 shall not prejudice or preclude SriLankan Airlines or its employees enforcing its rights against any personnel of the Service Provider under any other law in Sri Lanka.

**5. TERM AND TERMINATION**

1. This Agreement shall commence on 01st Jan 2025 and shall be valid for a period of 02 years.

1. Notwithstanding the provisions of 5.1 above, SriLankan Airlines may terminate this Agreement upon thirty (30) days prior written notice to the Service Provider. Such termination shall be effective on the expiry of such notice period.
2. Notwithstanding the provisions of 5.1 and 5.2 above, upon the occurrence of any of the following instances SriLankan Airlines will have the right to suspend services or terminate this Agreement forthwith and pursue all legal and equitable remedies to which it is entitled:

1. that Service Provider commits a breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within fourteen (14) days after the receipt of a notice from SriLankan Airlines giving full particulars of the breach and requiring it to be remedied;
2. that Service Provider persistently breaches the provisions of this Agreement;
3. An encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Service provider;
4. that Service Provider enters into any composition or arrangement with its creditors or enters into liquidation whether compulsory or voluntary or any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer of the Service Provider or any property or assets of the Service Provider or any such receiver, administrator, administrative receiver, examiner, trustee, or similar officer is appointed;
5. That the Service Provider ceases, or threatens to cease, to carry on business or to be able to pay its debts; or
6. Expiration or prior determination of this Agreement shall not prejudice the accrued rights and liabilities of the Parties.
7. Upon termination of the Agreement, Service provider shall deliver to SriLankan Airline all material and data of SriLankan Airline which are in the custody of the Service Provider pursuant to this Agreement.
8. In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 5.3 (a) or (b) 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.
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.

**6. LIABILITY AND INDEMNITY**

6.1 The Service Provider shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any;

* 1. Claim in respect of any employee(s) of the Service Provider or any person deployed by the Service Provider on the ground of an injury or death occurred in the course of employment;
  2. accident, injury or death caused to any person (including SriLankan Airlines employees, agents, representatives and any third parties) caused by negligence or willful misconduct of the Service Provider, its servants, agents employees or representatives;
  3. loss or damage to property of SriLankan Airlines, its employees, agents, representatives and/or any third parties, caused by negligence or willful misconduct of the Service Provider;
  4. Acts of theft, pilferage of property or other acts committed by the Service Provider, its servants, agents, employees or representatives which cause financial loss or are likely to bring SriLankan Airlines into disrepute;
  5. Breach of its obligations, representations or warranties under this Agreement and improper provision of services under this Agreement;
  6. Violation of any laws, regulations or rights of SriLankan Airlines by any act or omission of the Service Provider and/or its employees;
  7. Any fines, penalties and/or awards made by any regulator or any other person against SriLankan Airlines caused by any wilful, unlawful or negligent act or omission on the part of the Service provider and/or its employees.

6.2 Notwithstanding Clause 6.1 above, SriLankan Airlines may, without prejudice to its right to terminate this Agreement, require Service provider to pay SriLankan Airlines the total value of any property lost, damaged or pilfered by Service Provider’s personnel.

6.3 SriLankan Airlines shall indemnify and hold harmless the Service Provider free and clear from an against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of an employee or agent of the Service Provider or damage to the Service Provider’s (or its employees or agents) property caused by SriLankan Airlines’ negligence or willful misconduct.

6.4 In any event, and notwithstanding anything contained in this Agreement, in no circumstances shall either Party be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

6.5 The liabilities and obligations of both Parties under this Clause 6 shall survive the expiration or termination of this Contract

**7. INSURANCE**

7.1 The Service Provider shall, without prejudice to its obligations under Clause 6 and as a condition precedent to this Agreement, secure policy/policies of insurance with a reputable insurance company against Public Liability 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) with indemnity limits of not less than LKR 5,000,000 for any one accident and in the aggregate, which shall be kept current throughout the term of this Agreement. The insurance policy shall be extended to cover, but not be limited to, fire and explosion.

* 1. Such a policy / policies of insurance as abovementioned shall incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement.

1. Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
2. 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
3. Confirm that such insurance shall be primary without right of contributions from any other insurance carried by SriLankan Airlines.
4. Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurance.
5. The insurer (of the aforementioned policy / policies) will provide 30 days prior written notice to SriLankan Airlines of any material change of the insurance affected pursuant to this clause.
   1. The Service Provider shall pursuant to Clause 7.1 above, provide adequate evidence of insurance effected as aforementioned and shall deposit with SriLankan Airlines such policy / policies, receipts of premiums, renewals and other documents as may be required by SriLankan Airlines prior to commencement / renewal of the Services under this Agreement
   2. In the event the Service Provider defaults and / or fails to comply with any of its obligations under this clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid.  Provided that SriLankan Airlines shall be entitled to deduct or charge the Service Provider any such amounts expended by it to pay such aforementioned unpaid premiums
   3. The Service Provider shall ensure that any security personnel so provided by them under the terms of this agreement and any employee involved in the furtherance of this agreement is insured by a Workmen's Compensation Policy of insurance The policy shall cover the risks of riot and terrorism. Notwithstanding this clause the client shall not be liable for any injury / disease / death caused to such employees howsoever caused.
6. **BANK GUARANTEE**
   1. The Service Provider shall provide at the time of execution of this Agreement, furnish SriLankan Airlines 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 10% of total contract value as security for the due and proper performance by the Service Provider of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or encashment of the bank guarantee) on such bank guarantee shall be borne by the Service Provider.
   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.
   3. The bank guarantee shall remain in force throughout the Term of this Agreement and 90 days subsequent to the expiry of this Agreement or until all the obligations of the Service Provider are fulfilled, whichever is later.

8.4 The bank guarantee will be discharged by SriLankan Airlines and returned to the Service Provider within 90 days subsequent to the expiry of this Agreement or within 90 days following the date of completion of Service Provider’s obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

* 1. 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.
  2. 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.
  3. The Service Provider shall not be entitled to any interest on the bank guarantee.
  4. 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 this Clause.
  5. SriLankan Airlines’ rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

8.10 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.

**9. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

9.1 The laws of the Democratic Socialist Republic of Sri Lanka will govern this Agreement and this Agreement shall be subject to the jurisdiction of courts of Sri Lanka.

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

**10. FORCE MAJEURE**

10.1 In the event that either party shall be wholly or partly unable to carry out its obligation 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, strikes, lockouts and Labour troubles Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.

10.2 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.

## 10.3 If a Force Majeure Event prevents performance of any obligations hereunder for a period in excess of 60 days, the party unaffected by the Force Majeure event shall be entitled to terminate this Agreement by notice in writing at any time after such 60 days period provided the relevant Force Majeure Event remains subsisting at the time notice is given.

**11 GENERAL**

11.1 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.

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 or shall be bound to absorb the said personnel to SriLankan Airlines.

11.3 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.

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 including Annex A and B 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.

11.8 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;

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| --- | --- |
| **SriLankan Airlines Ltd** | |
| Mr Kosala Kariyawasam  Manager Security Operations | Tel: 0197332833  Mobile No:0744442833  Email: [kosala.kariyawasam@srilankan.com](mailto:kosala.kariyawasam@srilankan.com) |
| Mr Kanchana Priyadarshana  Security Manager (Revenue & Admin) | Tel: 0197331435  Mobile No:0744441435  Email: [kanchana.priyadarshana@srilankan.com](mailto:kanchana.priyadarshana@srilankan.com) |
| Mr Helakumara Rajapakse  Security Manager (Cargo) | Tel: 0197332841  Mobile No : 0744441099  Email:  [manjular@srilankan](mailto:%20manjular@srilankan).com |

In the case of Service Provider;

|  |  |
| --- | --- |
| **Service Provider** | |
|  |  |
|  |  |

A Party to must notify the other Party of any changes to the address or any of the other details specified herein, 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.

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

11.10 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.

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

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

11.13 **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.

11.14 **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 SriLankan Airlines in connection with or in the course of performance of this Agreement. The Service Provider shall not and shall ensure its agents, employees, assistants or representatives do not disclose, divulge, use, publish or disseminate to any person any confidential information of SriLankan Airlines including information which it has obtained relating to the business affairs of SriLankan Airlines by reason of this Agreement without the prior written consent of SriLankan Airlines or unless required under the law. Disclosure to any such officers, directors, employees and representatives of the Service Provider shall be made in confidence and shall extend only so far, as may be necessary for the purposes of such performance of the portion of the Agreement. The Service Provider shall be liable for failure of any of its officers, directors, employees, agents and representatives to comply with this Clause 11.14 of this Agreement.

11.15 **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.

(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.

11.16 **Intellectual Property Rights:**

1. 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.
2. The Service Provider shall comply with any and all instructions issued by SriLankan Airlines in relation to the display of any designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights. Upon expiry or earlier termination of this Agreement, the Service Provider shall immediately cease and desist for all times from any use of or reference to SriLankan Airlines’ intellectual property rights and shall return to SriLankan Airlines’ copies or materials containing such intellectual property rights.

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

|  |  |
| --- | --- |
|  |  |
| **SRILANKAN AIRLINES LIMITED** | **SERVICE PROVIDER** |
|  |  |
| **……………………………………………………….** | **……………………………………………………** |
|  |  |

Witness: Witness:

Name: Name:

Designation: Designation:

Date: Date:

**Annex “A”**

**Service Provider**

Rates for the Security Personnel for a 12 hour shift:

Lady Security Officer = Rs.

Junior Security Officer = Rs.

(Rates are exclusive of taxes)

**Annex “B”**

**Staff deployment at the SriLankan Airlines Offices in Colombo**

|  |  |  |  |
| --- | --- | --- | --- |
| **Duty point** | **Duties in brief** | **No of Sec staff** | |
|  |  | **Day** | **Night** |
| WTC Ticket Office / SriLankan sales | Surveillance/access control/exit control | 02 | 01  until office closure |
| Regional Office | Surveillance body baggage check/ Access control | 02 | 01 |
|  | **Total Staff** | **04**  (03 male & 01 female) | **01**  (01 male) |