



**INVITATION FOR SUBMISSION OF BIDS FOR
PROVISION OF CLEANING SERVICE FOR CANTEEN NETWORK
REFERENCE 202430605**

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,
MINISTRY OF PORTS, SHIPPING AND 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 Service for Canteen Network as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date. Refer Section II “Data Sheet”, clause 16.2 for contact details.</p> <p>1.2 A virtual Pre-bid meeting via Ms Teams will be organized at the date and time specified in the Section II “Data Sheet”, Bidder / one (01) duly authorized representative of the bidder shall be present for the Pre-Bid meeting. If an authorized representative wishes to attend the meeting, such a person shall submit their details including their email addresses to the given E-mail addresses in BDS well in advance. Refer Section II “Data Sheet”, clause 16.2 for contact details.</p> <p>1.3 Site inspection can be carried out on the date and time specified in the BDS. Refer Section II “Data Sheet”. You are required to contact undermentioned personnel to arrange entry passes.</p> <p>Ms. Himali Chathurika Telephone: 0197332797 / 0744442797 E-mail: himali.chathurika@srilankan.com></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 Applicable• Annexure E: Bid Security Form• Annexure F : Performance Bond• Annexure G : Clientele Information Form• Annexure H : Vendor Information Form• Annexure I : Sample Contract

	C: Preparation of Bid
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV : Bid Submission Form • Annexure B : Compliance Form • Annexure C : Price Schedule Form • Annexure E : Bid Security
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 unit 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 Services	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation: (Mandatory)</p> <ul style="list-style-type: none"> • Certificate of Incorporation / Business Registration certificate • Formal written documents (award letter or similar) issued by clients including area you served and contract duration in order to prove required minimum eligibility of experience • Annexure G : Clientele Information Form • Most recent 03 EPF/ETF submission forms (R1 form or similar authorized document) to prove required minimum cadre <p>Bidder may submit following documents along with the Bid or as requested. (Non-Mandatory)</p> <ul style="list-style-type: none"> • Annexure H : Vendor Information Form
8. Period of Validity of bid	<p>8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.</p>

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 The Bid security shall be in the amount specified in the Section II, “Data Sheet” and shall be unconditional, irrevocable, on demand bank guarantee 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 XXXXXXXX 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 II “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 style="text-align: center;">“Provision of Cleaning Service for Canteen Network - Reference 202430605”</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>15.4 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’ contact details 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 2 years’ experience in cleaning service of cafeteria, kitchen, canteen or any other food serving area. • Minimum 25 EPF/ETF paid existing cadre • Total final cost of the contract for 2 years (based on the quoted monthly cost)

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	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. Whole network of locations will be awarded to one service provider for operational and administrative requirement.
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>
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 10% of the total value of the contract, 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

ITB Clause Reference	
1.1	Virtual Pre-bid meeting will be arranged at 11.00 a.m on 4 th July 2024
1.2	Pre-site visit will be arranged during 9.00 a.m to 3.30 p.m on 11 th July 2024
9.2	Bid security shall be LKR 340,000 and valid till 18 th December 2024
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 SriLankan Time (GMT +5:30) on 23 rd July 2024
15.1	Opening of bids at 1030 hrs SriLankan Time (GMT +5:30) on 23 rd July 2024
16.2	<u>For Bid acknowledgement /clarifications/ participating for bid opening:</u> Attention: Maheshini Kulathilaka Address: SriLankan Airlines Limited, Commercial Procurement Department (General), Airline Centre, Bandaranaike International Airport Katunayake , Sri Lanka Telephone: +94 (0) 19733 2476 / 0744442476 E mail address: maheshini.kulathilaka@srilankan.com

Section III - Schedule of Requirements

Description of service	Provision of Cleaning Service for Canteen Network
Period	2 years
Destinations	<ol style="list-style-type: none"> 1. Main canteen 2. Ramp canteen 3. P & E canteen 4. Inflight canteen 5. Engineering Canteen 6. Admin Canteen 7. Cargo Imports Canteen 8. Cargo Exports Canteen & Fruit Stall
Payment Term	45 days Credit

SCOPE OF SERVICE

SCOPE OF SERVICES - CANTEEN CLEANING OPERATIONS

Carry out satisfactory cleaning service at the Main Canteen and satellite network in line with the stipulated standards declared by SriLankan Airlines & BIA health Officers in an efficient, safe & hygienic manner.

LOCATIONS

Cargo Imports canteen / Cargo Export canteen / Ramp canteen & Inflight canteen / Engineering canteen / Main canteen / Admin canteen and P&E canteen located at BIA, Katunayake. Total 1 - 7 locations will be awarded to one service provider for operational and administrative requirement.

Minimum requirement of Supervisors and Janitors

Table 1 - Allocation of Supervisors and Janitors

Description	Monday – Sunday (Including Public, Mercantile and Poya Holidays)				Monday to Friday	
	0700 - 1900	1900 - 0700	0700 - 1900	1900 - 0700		
Locations / shift					0700 - 1800	
Destination	Supervisors		Janitors			
1) Main canteen	1	1	4	2		
2) Ramp canteen			2	2		
3) P & E canteen			1	1		
4) Inflight canteen						1
5) Engineering Canteen			2			
6) Admin Canteen						1

7)Cargo Imports Canteen			2	1	
8)Cargo Exports Canteen & Fruit Stall			2	1	1

Services to be provided and the Areas to be covered by the Service Provider:

TABLE 2 – Areas to be covered

OPERATIONAL HOURS		AREAS TO BE COVERED
1	Ensure the cleanliness of Restaurant Area – Table tops / Chairs / Restaurant Floor & Wall/Wash Basin	All Canteens every day
2	Ensure the cleanliness of Kitchen Area-Kitchen Floor & Wall / Kitchen Tables / Washing Area & Drainage Lines	Ramp Canteen and Engineering Canteen Every day. (Only Pot wash included in the Main Canteen Kitchen)
3	Handling Garbage Bags & Waste bins	All Canteens every day
4	Ensure the cleanliness of Meal Plates, tea cups ,Glasses & etc.	All Canteens every day
5	Canteen Deep Cleaning.	All Canteen once a week
6	Cleaning of surrounding and polishing of Restaurant area	All canteen once a week

Services to be provided on Daily basis -

- After every main meal table tops should be cleaned, wiped & dried. Restaurant Area to be wiped, cleaned & dried. Cleaning needs to be done as and when required.
- Ensure the Meal Plates, tea cups, Glasses, Cutlery & crockery etc. clean & dry.
- After preparation of main meals, Kitchen floor should be washed, cleaned & mopped.
- Every night after preparation of dinner kitchen (including relevant drain lines and food traps) should be cleaned with hot water & detergent.
- In addition throughout the entire area to be kept clean on 24 x 7 basis.
- Sinks & taps to be cleaned after every main meal and ensure cleanliness throughout.
- Exterior of the Food display cupboards to be cleaned.
- Main door glasses to be cleaned regularly to ensure no stains/finger prints on the glass.
- Ensure proper placement of Garbage in garbage pits in sealed form in garbage bags before closing satellite canteens. Ensure surrounding areas of the canteens are kept cleaned. Segregation of garbage as per the central environmental regulations and disposing is done using the different colour bags and store in the designated places.

Services to be provided on Weekly basis -

- Window glasses to be cleaned during week-ends and when required.
- Removal of cobwebs on weekly basis.
- Canteen Deep Cleaning
- Cleaning of surrounding and polishing of Restaurant area

Services to be provided on Monthly basis -

- Once a month deep cleaning to be done for Kitchen / Pantry / food preparation and surrounding areas, including walls, high glass panels etc.

Note - Deep cleaning of all areas is required, except for the main canteen.

Services to be provided once in 6 months –

- Main canteen Restaurant area floor sealant & waxing to be done.

Equipment & Detergent Requirement to be provided by the service provider at their own cost–

- Wet & Dry Vacuum Cleaner. (Heavy Duty) – 2 Nos.
- Buffing machine (Heavy Duty) – 2 Nos.
- Adequate no of Mops, Brooms, Wipers, dusters, hand soap
- Garbage bags, Detergents / Chemicals (Teepol / Pynol / Bleaching Powder/ Vim Powder/Air freshener / Glass Cleaner / Harpic, etc.) Chemicals and garbage bags strictly based on the CEA regulations.

Section IV - Bid Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of _____;
- (c) The monthly cost of our bid is (excluding VAT): [insert the 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 148 days after the bid submission deadline date.

Signed:

Name:

Date

Section V - General Conditions

I. Minimum qualifications for staff

- Medically cleared & physically fit to carry-out the assigned duties (SriLankan Airlines will strictly monitor the fitness of the staff medically)
- Security cleared Gramasevaka/Police Reports to be provided at the time of commencing the contract
- Aged between 18 - 50 years

II. Guidelines for the uniforms:

The service provider shall be required to provide its workers assigned to SriLankan Airlines under this service contract with appropriate uniforms and any other gear required to perform the services required at its sole expense, which shall be always in a presentable and clean condition. The uniforms provided must be distinct from the colours and the design from those of SriLankan Airlines employees and from other companies working in the premises. The company shall provide SriLankan Airlines with uniform details and obtain the approval of SriLankan Airlines before introducing.

III. Segregation of food waste as per the Company Green initiatives and Central Environmental Authorities.

IV. The Service Provider shall ensure that bins are emptied twice daily and waste is disposed in accordance to SriLankan Airlines' Green Initiative and Central Environmental Authority regulations.

V. Service Provider shall provide liquid hand soap which is safe and healthy and approved by governmental health authorities and meet the standards as appropriate for safe hand washing purposes.

VI. Payment Terms: 45 days Credit

VII. Liquidated Damages:

Non- compliance to the level of standard expected by SriLankan Airlines will lead to following penalties at the discretion of the SriLankan Airlines.

Penalty for absenteeism

- Deduction for absenteeism for Janitor- per day salary + 20% per person, per day/ shift will be deducted from monthly payment.
- Deduction for a Supervisor- Per day salary + 20%, per person per day/shift.
- On top failing to provide 100% attendance for 22 days of one calendar month will lead to deduction 10% of monthly contractual value.

Description of Offence	Penalty per occasion
01.Unclean table Table tops / Chairs / Restaurant Floor & Wall/Wash Basins/ Kitchen Floor & Wall / Kitchen Tables / Washing Area & Drainage Lines	Rs.5,000 /=-
02. Failure to maintain entire area clean on 24 x 7 basis	Rs.5,000/=-
04. Failure to maintain the cleanliness of Sinks & taps.	Rs.5,000/=-
05. Failure to maintain the cleanliness of exterior of the Food display Cupboards.	Rs.3,000/=-
06. Failure to maintain the cleanliness of Main door glasses	Rs.3,000/=-
07. Failure to maintain Garbage Disposal Process.	Rs.5,000/=-
08. Failure to do the Once a month deep cleaning for Kitchen / Pantry / food Preparation areas.	Rs.5,000/=-
09. Failure to maintain Main canteen Restaurant area floor waxing.	Rs.5,000/=-
10. Failure to remove the cobwebs, dust & other minor cleaning issues.	Rs.2,000/=-
11.Any other areas that are not listed above	To be decided by SriLankan Airlines
12. Any penalty and Legal consequences which are imposed by the PHI should be borne by the service provider.	

VIII. Service Provider shall adhere to all SriLankan Airlines, government and Health Department regulations/recommendations issued from time to time as per the requirements of the country and ensure to provide personal protective equipment at its own cost to its personnel not limited to sanitizer, face masks, gloves, protective gears and take all preventive measures as required by such regulations.

IX. In the event if SriLankan Airlines recommends that PCR or any other medical/safety related tests to be carried out for the Service Provider's personnel, it is the responsibility of the Service Provider to carry out

same at its cost as per the instructions provide by SriLankan Airlines and results of such tests to be advised to SriLankan Airlines as soon they are provided to the Service Provider by the relevant authorities.

- X. Entry Passes
 - Cost incurred to obtain AASL/SriLankan access permits needs to borne by the Service Provider.
- XI. SriLankan Airlines will inspect the entire canteen network in Daily Basis. Penalties will be imposed consequent to the observations done by SriLankan Airlines.
- XII. If accepted, it is mandatory that the supplier signs the Contract Agreement - Annexure I.

ANNEXURE A: Bid Acknowledgement Form

IMPORTANT

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

Invitation for submission of bids for the supply of ____ - reference no: ____ is hereby acknowledged

You may expect to receive our proposal on or before

.....

We do not intend to submit a proposal because

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

Signed :

Title :

Company :

Date :

ANNEXURE B - Technical/General Specifications & Compliance Form

Compliance Form

Name of the Bidder :

Running Number	Criteria (Mandatory)	Bidder's Response (Yes/ No)	Proof Document (Attached / Not)
1.	A Registered business in Sri Lanka		
2.	Minimum 2 years' experience in cleaning service of cafeteria, kitchen, canteen or any other food serving area		
3.	Minimum 25 EPF/ETF paid existing cadre		

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

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

Date: [Insert date]

ANNEXURE C: Price Schedule Form

Name of the Bidder :

Line Item N°	Description of Service	Period	Unit of Measure	Monthly cost in LKR (excluding VAT)	Applicable taxes (if any)
1	Provision of Cleaning Service for Canteen Network - Reference 202430605	2 Years	Monthly cost		

Particulars	Monthly Cost in LKR
Manpower Cost (Salaries)	
Related Cost for manpower (Uniforms and other)	
Machinery and equipment cost (Vacuum Cleaner, Buffing machine, Mops, Brooms, Wipers, dusters	
Cleaning material , hand soap and garbage bags And other cost	
Admin Cost	
Other cost	
Total cost per month	

Staff cost per person per day

Staff category / working hours	Monday to Friday (0700 - 1800 Hours)	Monday - Sunday (Including Public, Mercantile and Poya Holidays)	
		0700 - 1900 Hours	1900 - 0700 Hours
Janitor			
Supervisor	Not Applicable		

* Breakdown of cost shall be provided.

* Payment will be made for actual utilization of staff (Janitor and supervisor) per each day.

* Credit term of 45 days from the date of receipt of invoices is required.

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

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

Date: [Insert date]

Annex D
Questionnaire
Not Applicable

ANNEXURE E: Bid Security Form

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 F : Performance Bond

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into 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 minimum 10 staff. SriLankan Airlines will contact respective client if need arise.

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

ANNEXURE H: 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:

<p>Section C - Business verification : Duly signed and stamped copy of above document to be supported by the following documents</p> <p>✓ Tick the appropriate boxes</p>	
<p><input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company</p> <p><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</p> <p><input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration</p>	<p><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.</p> <p><input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.</p> <p><input type="checkbox"/> Audited financial statements of the vendor Company for the last three years</p> <p><input type="checkbox"/> Others (specify)</p>

Annexure I : Sample Contract

Contract

This Service Agreement (hereinafter referred to as “**Agreement**”) made 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

[Supplier details]

WHEREAS SriLankan Airlines being a commercial international airline is desirous of obtaining cleaning and janitorial services of a service provider in the Canteens of SriLankan Airlines in according to the requirements of SriLankan Airlines pursuant to the terms and conditions of the Agreement;

WHEREAS the Service Provider is engaged in the business of providing cleaning and janitorial services to clients and has the capability and facilities of providing cleaning and janitorial Services to SriLankan Airlines according to the terms and conditions mentioned herein;

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

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

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

1. OBLIGATIONS OF THE SERVICE PROVIDER

1.1 The Service Provider shall commencing from the Effective Date:

- (i) subject to provisions of this Agreement, provide the cleaning and janitorial services specified in the Schedule A to SriLankan Airlines for the canteens located in the premises of SriLankan Airlines (hereinafter referred to as the “**Services**”) for the duration of the Term in accordance to the terms and conditions of this Agreement;
- (ii) take best endeavors to ensure that personnel employed by the Service Provider for the provision of the Services hereunder possess the minimum qualifications and requirements as set out below:
 - (a) be duly qualified, skilled and experienced to provide the Services as required pursuant to Schedule A;
 - (b) Medically cleared and physically fit to carry-out the duties assigned by the Service Provider in respect of the Services;
 - (c) Security cleared to the satisfaction of SriLankan Airlines;
 - (d) aged between 18 - 50 years;
 - (e) maintain high standards of hygiene and integrity.
- (iii) nominate one of its personnel to be the liaison officer of the Service Provider under this Agreement who shall be visit the premises of SriLankan Airlines and take decisions with regard to the provision of Services hereunder as and when required;

- (iv) 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 the provision of the Service Providers' Services hereunder or its personnel working at the premises of SriLankan Airlines or involve in any communication with regard to Service Provider's Services or its personnel working at the premises of SriLankan Airlines with the staff of SriLankan Airlines;
- (v) if charged by SriLankan Airlines, pay liquidated damages not as a penalty as required in Clause 6.1(b) and Schedule D in the event the Service Provider fails to provide Services or comply with its obligations under this Agreement or breach or partially perform of the Services hereunder;
- (vi) not assign or transfer its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines, provided that the Service Provider shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned or transferred. Any assignment made contrary to this clause shall not be valid or binding on SriLankan Airlines;
- (vii) 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 written consent of SriLankan Airlines or as may otherwise be required by law;
- (viii) 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 as may be informed to the Service Provider from time to time and other governmental authorities, particularly, including but not limited to the following:
 - a) wear the security pass/identity card issued by SriLankan Airlines and/or the Airport and Aviation Services (Sri Lanka) Limited to such persons;
 - b) confine themselves only to the areas mentioned in the said security pass;
 - c) use security passes for access only during duty hours for the purposes of discharging assigned Services.
 - d) Acknowledgement of all correspondences sent by SriLankan Airlines within 3 days by e-mail.
 - e) Need to declare and maintain one e-mail account for official purposes from which all correspondences should be dealt with and assure that the declared e-mail is not deactivated during the tenure without prior notice to SriLankan Airlines.
- (ix) perform obligations under this Agreement with due care, diligence and prudence practiced in the industry and shall be performed in a reliable and professional manner in accordance to professional standards in conformity with good industry practices and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Services as required by under this Agreement and adhere to all SriLankan Airlines Safety Standards. The Service Provider shall make reasonable efforts to have the ability and capacity to meet such requirements to perform the Services in a timely and efficient manner;
- (x) 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;
- (xi) provide all uniforms including shirts, trousers, belts, shoes (safety shoes or otherwise) at its own cost and expense, to its personnel according to the instructions set out in Schedule A and/or as instructed by SriLankan Airlines from time to time, to be worn by its personnel whilst they are performing the Services under the Agreement;

- (xii) provide 24 hour x7 day communication facility throughout the year between SriLankan Airlines and the Service Provider's personnel at the respective Head Offices;
- (xiii) shall not interfere in the work provided/performed by other service providers or personnel of other service providers who are offering/providing services for SriLankan Airlines;
- (xiv) arrange for its personnel for training, at its own cost and expense, as and when required by SriLankan Airlines;
- (xv) ensure that (except as may be otherwise specified herein or in the Schedules hereto or as instructed by SriLankan Airlines) under no circumstances will any of its personnel operate equipment or drive vehicles of SriLankan Airlines at the premises of SriLankan Airlines;
- (xvi) take reasonable care to safeguard any of SriLankan Airlines property that may have been entrusted to the care or custody of the Service Provider or any agents, employees, assistants or representatives of the Service Provider and the Service Provider shall reimburse SriLankan Airlines for such loss and damage to such property due to the act or omission of the Service Provider or any agents, employees, assistants or representatives;
- (xvii) liaise and co-operate with the staff of SriLankan Airlines and/or other service providers who are performing services at SriLankan Airlines' premises;
- (xviii) shall provide substitute/replacement personnel for the provision of Services in terms of this Agreement, as and when required, upon receipt of instructions by SriLankan Airlines pursuant Clause 2.3 of this Agreement;
- (xix) obtain, keep valid and subsisting at all times during the Term, and comply with the terms and conditions of, all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in order to carry on its business and perform its obligations hereunder;
- (xx) not do or permit to be done and prevent its employees from doing at the premises of SriLankan Airlines anything which would or may constitute an illegal act, a nuisance or cause a hindrance, annoyance or inconvenience to SriLankan Airlines or other service providers or which might interfere with SriLankan Airlines' day to day business;
- (xxi) not sublicense its rights and obligations under this Agreement to any sub-contractors;
- (xxii) be responsible for the payments of the monthly basic salary, EPF, ETF, payee taxes to the personnel employed to provide Services hereunder.
- (xxiii) be solely responsible for its personnel provided to SriLankan Airlines to perform the Services at the premises of SriLankan Airlines including provision of transportation, leave, accommodation (if applicable), delayed and/or non-payment of salary and any O.T payments;
- (xxiv) ensure that personnel deployed to provide Services under this Agreement shall be well rested with sufficient breaks and should not be over worked;
- (xxv) ensure that the personnel deployed by the Service Provider shall use the staff lunch room to consume food items, beverages and that they shall not consume any food items inside office premises;
- (xxvi) acquire and provide to all its personnel, all equipment and detergent required to provide the Services specified in this Agreement at the Service Provider's own cost and expense. The Service Provider shall ensure to have the following equipment and detergent in order to provide the Services under this Agreement:

- (a) Wet & Dry Vacuum Cleaner (Heavy Duty); -2
- (b) Buffing machine (Heavy Duty); 2
- (c) Adequate no. of Mops, Brooms, Wipers , dusters , hand soap;
- (d) Detergents / Chemicals (Teepol / Pynol / Bleaching Powder/ Vim Powder/Air freshener / Glass Cleaner / Harpic, etc.);
- (e) Garbage bags;

(xxvii) The Service Provider shall ensure that bins are emptied twice daily and waste is disposed in accordance to SriLankan Airlines' Green Initiative and Central Environmental Authority regulations.

(xxviii) Service Provider shall provide liquid hand soap which is safe and healthy and approved by governmental health authorities and meet the standards as appropriate for safe hand washing purposes.

(xxix) Service Provider shall adhere to all SriLankan Airlines, government and Health Department regulations/recommendations issued from time to time as per the requirements of the country and ensure to provide personal protective equipment at its own cost to its personnel not limited to sanitizer, face masks, gloves, protective gears and take all preventive measures as required by such regulations.

(xxx) In the event if SriLankan Airlines recommends that PCR or any other medical/safety related tests to be carried out for the Service Provider's personnel, it is the responsibility of the Service Provider to carry out same at its cost as per the instructions provide by SriLankan Airlines and results of such tests to be advised to SriLankan Airlines as soon they are provided to the Service Provider by the relevant authorities.

(xxxi) Cost incurred to obtain AASL/SriLankan access permits needs to borne by the Service Provider.

1.2 The Service Provider warrants that:

- (i) it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
- (ii) it has the right, power and authority and ability to enter into and perform its obligations under this Agreement, and is under no obligation, contractual or otherwise, and is not aware of any litigation which might interfere with the performance of its obligations under this Agreement;
- (iii) it is not a party to any agreement and it will not make any agreement inconsistent or in conflict with the terms hereof during the Term of this Agreement;
- (iii) 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;
- (iv) 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. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES

2.1 SriLankan Airlines shall pay the Service Provider for Services provided hereunder the Fees set out in Schedule B commencing from the Effective Date.

2.2 Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may assign and/or vary the scope of Services specified in Schedule A including but not limited to variation of 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.

- 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 the uniforms and/or any personal protective equipment as set forth Agreement under this Agreement and/or instructed by SriLankan Airlines.
- 2.4 SriLankan Airlines shall be entitled to supervise and review and take up any lapses of the Services carried out by the Service Provider hereunder.
- 2.5 SriLankan Airlines will have the right to inspect the canteen where Services have been performed by the Service Provider and its personnel on a daily basis. Penalties will be imposed consequent to the observation done by SriLankan Airlines.
- 2.6 SriLankan Airlines shall be entitled to appoint one or more service providers to obtain similar services contemplated hereunder or any other services during the Term of this Agreement.
- 2.7 SriLankan Airlines shall have the right to charge liquidated damages not as a penalty from the Service Provider as required under Clause 6.1(b) and/or as set forth under Schedule D for any failure by the Service Provider to provide perform the Services or the non-compliance by the Service Provider of standards set forth under this Agreement or breach or non-performance/partial performance of its obligation under this Agreement.
- 2.8 SriLankan Airlines warrants that:
 - (i) it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
 - (ii) it has the right, power and authority and ability to enter into and perform its obligations under this Agreement, and is under no obligation, contractual or otherwise, and is not aware of any litigation which might interfere with the performance of its obligations under this Agreement;
 - (iii) it 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;
 - (iv) 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.

3. INVOICING, PAYMENT AND TAXES

- 3.1 During the Term of this Agreement, SriLankan Airlines shall pay to the Service Provider for the provision of Services hereunder the Fees as more fully described in Schedule B of this Agreement. Apart from the payments set out in Schedule B, no further payments shall be payable by SriLankan Airlines to the Service Provider for the provision of the Services to SriLankan Airlines.
- 3.2 The Parties agree that the Fees set out in this Agreement (and Schedules hereto) shall be fixed for the duration of the Term and shall not be amended or increased during the Term, unless expressly agreed to in writing by SriLankan Airlines.
- 3.3 All payments to be made hereunder to the Service Provider by SriLankan Airlines shall be subject to any right of deduction which SriLankan Airlines may have by way of set-off or abatement. Where the Service Provider has incurred any liability or payment due to SriLankan Airlines, whether arising from or under any agreement or understanding between the Parties or otherwise howsoever arising, SriLankan Airlines may without notice to the Service Provider set-off the amount of such liability or payment due to SriLankan Airlines against any liability or payment to be made by SriLankan Airlines to the Service Provider arising from this Agreement entered into between the Parties, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent.

- 3.4 SriLankan Airlines shall be entitled to withhold from any payments due to the Service Provider, any sums of money required to be withheld or deducted by SriLankan Airlines under any law or regulation for the time being in force or pursuant to this Agreement including liquidated damages.
- 3.5 The Service Provider shall invoice SriLankan Airlines monthly, on arrears basis, and send the invoice on or before 10th day of the following month in respect of Services provided in the previous month pursuant to this Agreement. SriLankan Airlines shall settle the invoices within 45 days from the date of receipt of invoices. In the event an invoice or part thereof is disputed, SriLankan Airlines shall pay the undisputed amount as stated therein. Upon any dispute with regard to the payments payable under the invoices in respect of any given month, the Service Provider shall promptly provide necessary clarifications and / or corrections to SriLankan Airlines. SriLankan Airlines shall pay the disputed amount due, if any, after the resolution or determination of the dispute within fourteen (14) days after the resolution or determination of such dispute.
- 3.6 All the Tax / SVAT 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 to the bank account set forth under 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 Fees set forth in Schedule C 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. 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. 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 to due to the Service Provider as per the tax laws of Sri Lanka.

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), demands, proceedings, actions, claims, damages and liabilities (including third party claims) that may arise pursuant to or connecting to:
- a) claims in by any employees of the Service Provider made pursuant to this Agreement and/or under the Workmen's Compensation Ordinance No. 19 of 1934, as amended or any other law or any failure of the Service Provider to discharge its responsibilities or obligations towards its employees;
 - b) any accident, injury or death caused to any person including employees of SriLankan Airlines or third party arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);
 - c) any loss or damage to any property including properties of SriLankan Airlines, its employees and/or third parties arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);

- d) any acts of theft, pilferage of property or other acts committed by the Service Provider or its personnel which causes financial loss or are likely to bring SriLankan Airlines into disrepute;
 - e) improper provision of the Services provided under this Agreement by the Service Provider and/or its personnel;
 - f) alleged infringement or violation of any laws, regulations or rights of any party by any act or omission of the Service provider and/or its personnel;
 - g) breach of any obligations, representation and warranties or any provisions of this Agreement by the Service Provider or its personnel.
- 4.2 Notwithstanding, Clause 4.1 above, SriLankan Airlines may, without prejudice to its right to terminate this Agreement, require the Service Provider to pay SriLankan Airlines the total value of any property lost, damaged or pilfered by the Service Provider or it'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 property Service Provider's personnel caused by SriLankan Airlines' gross negligence or willful misconduct.
- 4.4 In no event shall SriLankan Airlines be liable to the Service Provider for any punitive, exemplary, special, indirect, incidental or consequential loss or damages (including but not limited to, lost profits, lost business opportunities, loss of use or equipment down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 4.5 In no event shall SriLankan Airlines aggregate liability to the Service Provider in connection with this Agreement, however caused, exceed any amount payable by SriLankan Airlines for the provision of Services by the Service Provider under this Agreement.
- 4.6 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 as a condition precedent to this Agreement, at its own cost, secure policy/policies of insurance against:
- (a) Public Liability covering third party death, bodily injury and property damage with limits of not less than LKR 5,000,000 in respect of any one incident, which shall be kept current and enforceable throughout the Term of this Agreement. The policy shall cover liability in respect of any loss or damage to property of SriLankan Airlines and/or injury or death to its employees. The policy shall also be extended to include liability arising out of the perils of fire and explosion and contain a cross liability clause;
 - (b) A workmen's compensation covering all employees of the Service Provider involved in the performance of this contract. The policy shall have the SriLankan locations named as a covered location and shall be extended for the perils of Riot and Terrorism;
- 5.2 Such a policy/policies of insurance as mentioned in 5.1 (a) 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 The Service Provider shall pursuant to Clause 5.1 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.
- 5.4 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.
- 6. LIQUIDATED DAMAGES FOR NON COMPLIANCE OR BREACH OR NON-PERFORMANCE/ PARTIAL PERFORMANCE**
- 6.1 In the event of the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance by the Service Provider of any of its obligations contained in this Agreement, 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 not as a penalty as specified in Schedule D; and/or
 - c) Obtain the services of another contractor to carry out the Services to be provided hereunder, provided however that in the event that any money is expended by SriLankan Airlines on account of the Service Provider's non-compliance of the provisions of this Agreement or breach or non-performance/partial performance of its obligations under this Agreement, such said expenditure shall be re-charged from the Service Provider.
- 6.2 The Service Provider shall in the event of non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of its obligations under this Agreement, make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in aforementioned such circumstances.
- 6.2 In addition to the above, SriLankan Airlines shall have the right of setting any other amounts as costs or damages arising from the Service Provider's non-compliance of the provisions of this Agreement or breach or non-performance/partial performance of its obligations of its obligations under this Agreement.
- 7. BANK GUARANTEE**
- 7.1 The Service Provider shall 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 a 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 encashment) 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 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 falls later (whichever is later)..
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 The Service Provider shall not be entitled to any interest on the bank guarantee.
- 7.8 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.
- 7.9 SriLankan Airlines' rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.
- 7.10 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.

8. TERM & TERMINATION

- 8.1 This Agreement shall be valid for a period of 2 years commencing from ("Effective Date") to , unless terminated earlier (hereinafter referred to as "**Term**"). This Agreement may be extended for a further period upon the mutual agreement of the Parties.
- 8.2 SriLankan Airlines may without prejudice to any other remedy under this Agreement, may terminate this Agreement (in whole or in part) forthwith, in writing, by sending a written notice in default, in the event the Service Provider does not:
- (i) provide the Services envisaged under this Agreement from the Effective Date or in the manner required or instructed by SriLankan Airlines from time to time;
 - (ii) comply with the requirements and/or notices of SriLankan Airlines;
 - (iii) maintain or is not maintaining the work standard specified or implied herein, to the satisfaction of SriLankan Airlines or in the manner required or instructed by SriLankan Airlines from time to time; and/or
 - (iv) perform or fails to perform or is failing or unable to perform or prevented from performing any of its obligations under this Agreement, for whatsoever reasons.
- 8.3 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 8.2 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.

8.4 SriLankan Airlines shall have the right to terminate this Agreement forthwith by written notice to the Service Provider in the following circumstances:

- (i) if the Service Provider enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; 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/perform the Services contracted for under this Agreement;
- (iii) for convenience, without assigning any reasons whatsoever, by giving the Service Provider thirty (30) days prior written notice (such termination to take effect on the expiry of the notice period);
- (iv) if the Service Provider is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;
- (v) repeated breach of this Agreement by the Service Provider despite such breach are remedied by the Service Provider

8.5 Either Party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:

- (a) if the other Party is in breach of any of the terms or conditions of this Agreement and the breach is not remedied within thirty (30) days of receipt of written notice from other Party or immediately if the breach is incapable of remedy.

8.6 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 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.

8.7 On termination of this Agreement by SriLankan Airlines on account of any of the grounds specified in Clause 8.2 or 8.4, without prejudice to its right to claim liquidated damages not as a penalty, SriLankan Airlines shall be entitled to arrogate and forfeit the bank guarantee provided by the Service Provider under this Agreement as a means to recover the losses and damages incurred by SriLankan Airlines as a result of the Service Provider's failure to perform this Agreement.

8.8 On termination of this Agreement SriLankan Airlines shall be liable to make payment to the Service Provider for Services duly performed in accordance with the terms of this Agreement up to the date of termination of this Agreement (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement). The Service Provider shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Service Provider (including its agents, employees and representatives) as a result of this Agreement. No payment whatsoever shall be payable by SriLankan Airlines to the Service Provider or any of the employees of the Service Provider apart from payment due to the Service Provider as provided under Clause 3.

9. GOVERNING LAW AND JURISDICTION

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

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

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, pandemics, quarantine regulations insurrection, riots or other civil commotion, war, Government order which it could not be reasonably be expected to foresee or avoid (excluding, however, strikes, lockouts or other labour troubles), then the performance of its obligations in so far as they are affected by such force majeure cause shall be excused during the continuance of any inability so caused. Such force majeure 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 Fees set out in Schedule B.

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

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 Intellectual Property Rights:

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

(b) The Service Provider shall comply with any and all instructions issued by 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.

- 11.4 Nothing contained in this Agreement and no activity by either Party in the performance hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of its officers, directors, employees, an agency or representative, relationship or a partnership, joint venture or association, employee or employer relationship nor shall this Agreement or any activity by either Party hereunder create or be deemed to create any express or implied right, power or authority of either Party to enter into any agreement or commitment, or to 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.
- 11.5 SriLankan Airlines shall be entitled to assign or transfer the whole of this Agreement or any part thereof, to a subsidiary or associate company of SriLankan Airlines.
- 11.6 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.
- 11.7 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.
- 11.8 This Agreement including Schedule A, B, C and D contains the entire agreement and understanding between the 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 or varied or modified otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Service Provider.
- 11.9 Except otherwise required 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 in writing and in the English language and shall be sent or delivered personally or sent by registered mail, or by facsimile or email transmission in the case of SriLankan Airlines and the Service Provider to the designated officer and address set out in Schedule C and to the address or address as either Party shall specify from time to time by written notice to the other. A Party to this Agreement must notify the other Party of any changes to the address or any of the other details specified under Schedule C provided, however, that such notification shall only be effective on the date specified in such notice or five (5) working days after the notice is given, whichever is later.
- 11.10 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
- 11.11 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.

- 11.12 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.
- 11.13 Time is of essence in the performance each and every obligations of the Service Provider.
- 11.14 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.
- 11.15 The Service Provider shall maintain in confidence, in accordance with the standards of care and diligence that it utilises 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 11.15 of this Agreement.
- 11.16 Termination or expiration of the Agreement for any reason:
- (i) shall not relieve either Party of any rights and obligation which expressly or by implication survives termination (including Clause 1, 2, 3, 4, 5, 6, 7, 8, 9 and 11);
 - (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.

- 11.17 In this Agreement unless the context otherwise requires:
- i) headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and the construction of any of the provisions herein contained;
 - ii) references to any enactments, legislations shall include references to such enactments, legislations as re-enacted, amended, modified or extended and any sub-ordinate legislation made under it;
 - iii) references to one gender include all genders and the singular includes the plural and vice versa;
 - iv) A warranty, representation or obligation of more than one person binds them jointly or severally;
 - v) references to persons include includes natural persons, companies, corporations or any other juristic person or other corporate entity, partnerships, associations, and other organizations whether or not having a separate legal personality;

- vi) “including” means “including without limitation” and shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

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.

The signature of the
authorized signatory of
SRILANKAN AIRLINES LIMITED

The signature of
authorized signatory of

Name : _____
Designation : _____

Name : _____
Designation : _____

WITNESSESS:

Name:
Designation:

Name:
Designation:

**SCHEDULE A
SCOPE OF SERVICES**

**SCHEDULE B
FEES, PAYMENTS AND ACCOUNT INFORMATION**

**SCHEDULE C
NOTICES**

1.1 All notices to be sent by the Service Provider to SriLankan Airlines as set forth under Clause 11.8 of the Agreement shall be as follows:

(i) Operational Matters:

Manager Properties and Facilities.
SriLankan Airlines Limited,
Airline Centre,
Bandaranaike International Airport,
Katunayake
Tel: 019733 2803
E-mail: rasika.gamage@srilankan.com

(ii) Invoices for Payments:

Senior Manager Financial Services

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

1.2 All notices to be sent by SriLankan Airlines to the Service Provider as set forth under Clause 11.9 of the Agreement shall be as follows:

Address:
Tel:
Mobile:
E-mail:

1.3 A notice shall become effective as follows:

- (a) In the case of hand delivery on delivery;
- (b) In the case of registered mail, three working days upon sending the mail;
- (c) In the case of facsimile, twenty-four (24) hours after confirmed transmission unless such transmission was outside of normal business hours/working days or on public holiday, on the time of resumption of normal business hours;
- (d) In the case of email, upon receipt of acknowledgement from the other Party.

SCHEDULE D

LIQUIDATED DAMAGES