



**INVITATION FOR BIDS FOR THE
SELECTION OF A SERVICE PROVIDER FOR PROVISION OF SHIFT STAFF TRANSPORT (SINGLE
ROUTE CATEGORY) FOR SRILANKAN AIRLINES**

REFERENCE NO: 202430609

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,
PORTS, SHIPPING AND AVIATION ON BEHALF OF
SRILANKAN AIRLINES LIMITED,
COMMERCIAL PROCUREMNT DEPARTMENT (GENERAL PROCUREMENT),
AIRLINE CENTRE, BANDARANAIKE INTERNATIONAL AIRPORT,
KATUNAYAKE,
SRI LANKA.**

Section I. Instructions to Bidders (ITB)

A: General

1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a bid for the supply of Goods / Service as specified in Section III - Schedule of Requirements for use of SriLankan Airlines Ltd. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.
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B: Contents of Documents

2. Contents of Documents	2.1 The documents consist of the Sections indicated below. <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Section IV. Bids Submission Form• Section V. General Conditions• Annexure A: Technical/General Specifications & Compliance form• Annexure B: Price schedule format• Annexure C: Bid Security• Annexure D: Performance Security Form• Annexure E: Clientele Information Form• Annexure F: Sample Contract Agreement• Annexure G: Bid Acknowledgement Form• Annexure H: Vendor Information Form
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C: Preparation of Bids	
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following (Mandatory):</p> <ul style="list-style-type: none"> • Sections IV - Bid Submission Form • Annexure B: Price Schedule Forms • Annexure C: Bid Security • Any required documentary evidence in accordance with ITB Clause 7 to establish bidder's conformity of the Service <p>3.2 A Virtual Pre-bid meeting will be organized at the address, date and time specified in the Data Sheet.</p>
4. Bid Submission Form	<p>4.1 The Bidder/s 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 at Annexure B.</p> <p>5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids.</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 (LKR).</p> <p>6.2 For evaluation and comparison proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailed at the date of closing of bids as published by the Central Bank of Sri Lanka.</p>

<p>7. Documents to establish the Conformity of the Services</p>	<p>7.1 The Bidder shall submit following documents along with the bid (Mandatory):</p> <ul style="list-style-type: none"> A. Certificate of incorporation / business registration certificate (Copy) B. Clientele with the numbers of vehicles deployed under the client and service contract duration using the Clientele Information Form included in ANNEXURE E (Original). If necessity arise, SriLankan Airlines may check with the client to get confirmation on the experience. C. Formal written documents (award letter or similar) issued by clients including numbers of vehicles deployed under each client, type of vehicles deployed and contract duration in order to prove required minimum eligibility of experience, current engagement and minimum fleet. D. Copies of vehicle registration certificates issued by the department of motor traffic and valid Revenue licenses for each vehicle. If the bidder has legal entitlement to use vehicles, copies of signed contracts between the bidder and third party / formal no-objection letter. E. Audited Financial Statements for last 2 financial years (2021/22, 2022/23) or from the inception of the business. In the event a Sole-proprietor or partnership business failing to provide audited financial statements, such bidder shall provide authorized Income statement, Balance sheet, Statement of cash flows and Certified Tax return form with the acknowledgment document from Inland Revenue Department. F. Duly filled Technical/General Specifications Compliance form included
<p>8. Period of Validity of bids</p>	<p>8.1 Bids shall remain valid for a period of one hundred twenty (120) days after the bid submission deadline date. If the full validity period is not properly indicated, SriLankan Airlines reserves the right to obtain re-confirmation from the bidder/s that the Bid is valid until the date specified above.</p> <p>8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in</p>
<p>9. Bid Security</p>	<p>9.1 The bidder/s shall furnish as a part of its bid, a Bid security, using the Bid-securing Declaration form included in Annexure C.</p> <p>9.2 Any bid not accompanied by a substantially responsive Bid security in accordance with 1TB Sub-clause 9.1, Shall be rejected by Sri Lankan Airlines as non-responsive.</p> <p>9.3 The bid security shall be in the amount specified in the Data Sheet and shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the purchaser, valid for a period of Twenty eight (28) days beyond the original validity period of the bid or beyond any period of</p>

10.Format and Signing of Bids	<p>10.1 The bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder/s. Please ensure all documents are duly signed and stamped in the given area when forwarding.</p> <p>10.2 The Bid, as well as all correspondence and documents relating to the bid (including supporting documents and printed literature) exchanged by the Bidder and SriLankan Airlines, shall be written in English language.</p>
D: Submission and Opening of Bids	
11. Submission of Bids	<p>11.1 Bidders shall submit their bids to the E-mail address as specified in the Section II “Data Sheet”</p> <p>11.2 The E-mail shall bear the specific identification of this bid exercise as indicated follows. “ Selection of a Service Provider for Provision of Shift Staff Transport (Single Route Category) for SriLankan Airlines - 202430609)”</p> <p>11.3 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.</p> <p>11.4 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>
12. Deadline for Submission of Bids	12.1 Bids must be received by 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.
13. Late Bids	13.1 SriLankan Airlines shall reject any bids that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 above.
14. Opening of Bids	<p>14.1 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>14.2 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>14.3 Presence of the Bidder/s will not necessarily ensure the selection of the proposed goods.</p>

E: Evaluation and Comparison of Bids	
15. Non conformity-ties, Errors, and Omission	<p>15.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omission in the Bid that do not constitute a material deviation.</p> <p>15.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder/s submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities of omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder/s to comply with the request may result in the rejection of its Bid.</p> <p>15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:</p> <p>(a) If there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SriLankan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit shall be corrected.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>15.4 If the Bidder/s that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid-Security shall be executed.</p>
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/s for a clarification of its bids. Any clarification submitted by a Bidder/s in respect to its bid which is not in response to a request by the Purchaser shall not be considered.</p> <p>16.2 Bidder/s request for clarifications and the response shall be in writing by SriLankan Airlines' address specified in the Data sheet.</p>

<p>17.Responsiveness of Bids</p>	<p>17.1 SriLankan Airlines will determine the responsiveness of the bids to the documents based on the contents of the bids received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.</p>
<p>18.Evaluation and Comparison of bids</p>	<p>18.1 The following factors & methodology will be used for evaluation.</p> <p>SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 03 have been provided, and to determine the completeness of each document submitted. All bids determined as complete will be evaluated.</p> <p><u>Stage 01 - Minimum Eligibility Criteria</u></p> <ul style="list-style-type: none"> • A registered business in Sri Lanka • Bidder should have minimum 2 years' experience in providing passenger transportation and under the same registered business name (If the registered business name change recently, bidder should provide required documents as to ascertain whether the Service Provider continues to be the same entity even after a name change.) Given the nature of the change, additional documents may be needed (such as letters of confirmation). • Currently providing passenger transportation for corporate sector/government institution • Providing passenger transportation with a minimum fleet of 05 motor coaches with minimum seating capacity of 21 seats (without driver and jumping seats) • Minimum Annual Turnover of 2 times from the Average Annual Contract Value (Annual Bid value), for the recent past 2 years. [Minimum Annual Turnover = Average Annual Contract value X 2] • Any bidder whose contract have been terminated by SriLankan Airlines due to performance issues will be disqualified. <p>* All bids shall fulfil all of the above minimum eligibility criteria. Any bid does not comply with above minimum eligibility criteria will not be considered for further evaluation.</p>

	<p><u>Stage 02 - Technical Compliance</u></p> <p>Compliance to required technical specifications Duly filled Technical Specifications Compliance form confirming compliance to required Technical Specifications provided under Section IV - Bidding forms.</p> <p><u>Stage 03 -Determining of the lowest-evaluated bid/s for Total contract</u></p> <p>Complete bids comply with minimum eligibility and technical specifications will be evaluated.</p> <p><u>Stage 04 - Physical Inspection</u></p> <p>Bidder/s who shortlisted will be invited to present vehicles for physical inspection. All vehicles sufficient to operate the quoted category/s should be positioned at SriLankan Airlines premises at Katunayake, for physical inspection. Bidder shall present the documentary evidence to confirm the legal ownership (Vehicle registration certificates issued by the Department of Motor Traffic and valid revenue licenses) or legal entitlement to use the vehicles (copies of signed agreements with a 03rd party/formal no-objection letter covering entire contract period of period of around 26 months). All inspected and accepted vehicles shall be used for service. Prior to commence the contract, if a permanent change of vehicle/s is required, same vehicle/s comply with mandatory specifications shall inspect and accept by the technical committee appointed by SriLankan Airlines along with the above required documents.</p>
19. SriLankan Airlines Right to Accept any Bids,	19.1 SriLankan Airlines reserves the right to accept or reject any bids, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders
F: Award of Contract	
20.Acceptance of the Bids	20.1 SriLankan Airlines will accept the bids of the Bidder/s whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the Bid document requirements.
21.Notification of acceptance	<p>21.1 SriLankan Airlines will notify the successful Bidder/s, in writing, that their bid has been accepted.</p> <p>21.2 SriLankan Airlines has the discretion to award the tender in full, part or cancel the tender or award the tender to a single bidder as a single contract.</p> <p>21.3 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder/s to sign it.</p> <p>21.4 Within seven (7) days of receipt of such information, the successful Bidder/s shall sign the contract.</p>

<p>22. Performance Security</p>	<p>22.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder/s, if required by SriLankan Airlines, shall furnish the Performance Security amounting to a minimum amount of 10% of the total value of the contract, using the Performance Security Form included in Annexure D. SriLankan Airlines reserves the rights to request for higher valued Performance Security, if required.</p> <p>22.2 The performance security shall be an unconditional, irrevocable, on demand Bank Guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka, drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>22.2 Failure of the successful Bidder/s to submit the above-mentioned Performance Security when requested or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that 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>
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Section II: Data Sheet

ITB Clause Reference	
1.1	<p>The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranaike International Airport, Katunayake.</p>
3.2	<p>A Virtual Pre-bid meeting via Ms Teams will be arranged at 1500 Hrs on 4th July 2024.</p> <p>Bidder / one (01) duly authorized representative of the bidder shall participate for the Pre-Bid meeting. If an authorized representative wishes to attend for the meeting, such person shall submit an authorized letter along with a contactable E-mail address.</p>
9.3	<p>Bid-security in Annexure C is required.</p> <p>The amount of the Bid Security shall be LKR 996,800</p> <p>The validity of the Bid Security shall be until 18 December 2024 (28 days beyond the bid validity period).</p>
11.1	<p>The E-mail address for submission of Bids is : genproctenders@srilankan.com</p>
12.1	<p>Deadline for submission of bids is on or before 1400 hours SriLankan Time (GMT +5:30) on 23rd July 2024.</p>
14.1	<p>Bids will be opened at 1430 hours (Sri Lankan time: GMT +0530) on 23rd July 2024.</p>
16.2	<p>For Clarification of bid purposes only, SriLankan Airlines' address is: Attention: Nimna Udunuwara Address: SriLankan Airlines Limited, Commercial Procurement Department (General), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka Telephone: +9474444 2650 Electronic mail address: nimna.udunuwara@srilankan.com / maheshini.kulathilaka@srilankan.com</p>

Section III - Schedule of Requirements

Line Item #	Description of Service	Contract Period
01	Provision of Shift Staff Transport (Single Route Category) for SriLankan Airlines - 202430609	Approximately 26 Months (End date 30 November 2026)

1. Frequency of operation & arrival /departure instructions

a). **Morning journey:** This requires one in-bound journey from point of origin to the BIA Airline center in the morning followed by one out-bound journey from the Airline center BIA to final destination in the morning (on the same day) . Arrival time at BIA airline Center by 0745 hrs and the departure time from the airline center by 0840 hrs.

b). **Evening journey :** One in-bound journey from point of origin to the BIA Airline center in the evening, followed by one out-bound journey from the BIA Airline center to final destination in the night (on the same day). Arrival time at BIA airline center by 1945 hrs and the departure time from BIA airline center by 2040 hrs.

The required seating capacities, originating points and scheduled pick up times for daily shift transport is as follows:

TABLE 1 – VIA MINUWANGODA & GAMPAHA

NO	ORIGINATING POINT	MORNING JOURNEY		EVENING JOURNEY		SEATING CAPACITY
		Incoming	Outgoing	Incoming	Outgoing	
1	MIRIGAMA/GIRIULLA	0625HRS	0840HRS	1740HRS	2040HRS	NOT LESS THAN 58

		GIRIULLA > CAK	CAK > MIRIGAMA	MIRIGAMA > CAK	CAK > GIRIULLA	
2	NITTAMBUWA/GAMPAHA	0630HRS NITTAMBUWA VIA GAMPAHA > CAK	0840HRS CAK > NITTAMBUWA VIA GAMPAHA	1730HRS NITTAMBUWA VIA GAMPAHA > CAK	2040HRS CAK > NITTAMBUWA VIA GAMPAHA	NOT LESS THAN 58
3	VEYANGODA	0705HRS VEYANGODA > CAK	0840HRS CAK > VEYANGODA	1810HRS VEYANGODA > CAK	2040HRS CAK > VEYANGODA	NOT LESS THAN 58
4	WARAKAPOLA /KEGALLE(EXPRESS)	0600HRS KEGALLE > CAK	0840HRS CAK > WARAKAPOLA	1700HRS WARAKAPOLA > CAK	2040HRS CAK > KEGALLE	NOT LESS THAN 58
5	WARAKAPOLA	0630HRS WARAKAPOLA > CAK	0840HRS CAK > WARAKAPOLA	1725HRS WARAKAPOLA > CAK	2040HRS CAK > WARAKAPOLA	NOT LESS THAN 58

- For each route, a single vehicle should be deployed to cater the seating requirement.

Transport route from originating points to final destination BIA as follows (Return transport to be operated from BIA vice versa):

TABLE 2 – VIA MINUWANGODA & GAMPAHA

NO	ORIGINATING POINT	ROUTE
01.	MIRIGAMA/GIRIULLA	MIRIGAMA DIVULAPITIYA BALLAPANA NILPANAGODA MINUWANGODA ANDIAMBALAMA KATUNAYAKE (WHEN OPERATING FROM GIRIULLA GIRIULLA HADDHAMULLA JUNCTION LOLUWAGODA MAWEEHENA JUNCTION WILWATTE DANOWITA JUNCTION MIRIGAMA KATUNAYAKE VIA ABOVE GIVEN ROUTE)
02.	NITTAMBUWA VIA GAMPAHA	NITTAMBUWA KALAGEDIHENA THIHARIYA MIRISWATTE MINUWANGODA ANDIAMBALAMA KATUNAYAKE
03.	VEYANGODA	VEYANGODA NAIWALA MINUWANGODA ANDIAMBALAMA KATUNAYAKE
04.	WARAKAPOLA (EXPRESS)/ KEGALLE	WARAKAPOLA DANOWITA MIRIGAMA DIVULAPITIYA DUNAGAHA DAGONNA KIMBULAPITIYA KATUNAYAKE (WHEN OPERATING FROM KEGALLE KEGALLE GALIGAMUWA NELUMDENIYA WARAKAPOLA KATUNAYAKE VIA ABOVE GIVEN ROUTE)
05.	WARAKAPOLA VIA KANDY ROAD (SLOW)	WARAKAPOLA DANOWITA WEWALDENIYA PASYALA NITTAMBUWA VEYANGODA NAIWALA MINUWANGODA

		ANIDIAMBALAMA KATUNAYAKE
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- The bidder will be able to operate buses either on E3/A3 roads from Peliyagoda to Katunayake

ADDITIONAL SHIFT TRANSPORT DURING WEEKENDS AND HOLIDAYS FROM CAK TO DESTINATIONS (ONE WAY ONLY)

The required seating capacity, destination & scheduled route is as follows:

Table 3

No	DESTINATION OF THE TRANSPORT	DEPARTURE FROM CAK	SEATING CAPACITY
01.	NITTAMBUWA	1640HRS	NOT LESS THAN 58

The transport route in table 7 from BIA Katunayake is as follows:

TABLE 4

No	DESTINATION OF THE TRANSPORT	SCHEDULED ROUTE FROM CAK
01.	NITTAMBUWA/GAMPAHA	KATUNAYAKE ANDIAMBALAMA MINUWANGODA NAIWALA VEYANGODA NITTAMBUWA

1.2. The transport service for day and night shifts is required every day of the year including weekends, Poya days, and public and mercantile holidays as well as during any emergency situation in the country

1.3. On the Route, the service provider shall ensure that the vehicle deployed for the in-bound journey arrive at the final drop-off point as per the schedule given in table 1.

1.4. The Company shall ensure that the vehicles deployed for the out-bound trips depart from the Airline Center BIA premises and stop at pre-specified point i.e. Airline Centre BIA and SriLankan Airlines cargo terminal and proceed onwards to the final destination.

1.5. In case of a delay the service provider should obtain the signature of the coordinator appointed by SriLankan Airlines on the daily occurrence sheet.

1.6. SriLankan Airlines will not provide parking facilities to the service provider.

1.7. Ensure only authorised personnel of SriLankan Airlines travel in the transport

A. Obligations of the company

01. Mandatory operational requirements

1.1. All the specifications of the vehicles should be complied as mentioned under vehicle specifications.

1.2. The vehicles should be mechanically sound and roadworthy whilst meeting the required comfort levels and in good condition both internally and externally at all times as required by SriLankan Airlines and maintained at the cost of the service provider.

1.3. Licensed, insured and registered in accordance with all applicable government, local government or provincial council laws at the cost of the service provider. The service provider should comply with other regulations pertaining to road operation, environmental protection and carriage of passengers as per regulations adopted by National Transport Authority.

1.4. Vehicle should always be in a clean condition, both internally and externally, as stated under vehicle specifications of this form, windows should be fitted with suitable curtains or should be tinted glass, curtains should be laundered at the end of each calendar month or as and when deemed necessary, at the expense of the service provider.

1.5. Display name board indicating the details of the route in front and rear of the vehicle at all times when the employees of SriLankan Airlines are transported. The art work of same will be provided by Sri Lankan Airlines; if the vehicle is used for any other purposes the name board should be removed.

1.6. A point of contact should be available 24x7 at the cost of the service provider.

1.7. The vehicle should be available fifteen (15) minutes prior to commencement of the journey.

1.8. Buses should be without slogans and graphics, except for the company name of the service provider, address and contact details.

1.9. One of service provider's representatives as a coordinator shall be located within the Airline Centre premises during the transport service, who shall be contactable on a mobile phone.

1.10. All required security clearance, passes for Drivers, Conductors and any other relevant representatives and vehicles deployed for the transport service to enter SriLankan Airlines premises, should be obtained according to the rules and regulations prescribed by SriLankan Airlines, Airport and Aviation of Sri Lanka (AASL) and the Ministry of Law and order and any other relevant authorities. Any expenses incurred in this connection shall be borne by service provider.

1.11. Ensure that its employees comply with all security and other directions and regulations set out by SriLankan Airlines and other relevant authorities.

02. Drivers & conductors

2.1. Presence of a dedicated driver and conductor for the vehicle deployed for the transport service is mandatory. Any changes of the above matter should be notified to Manager Logistics SriLankan Airlines.

2.2. Service provider should ensure that all drivers are well rested before commencement of the journey as per prevailing labour rules and regulations of the country.

2.3. The Drivers have to be properly attired in appropriate uniforms, which shall be in presentable and clean condition at all times during the transport service and whilst in BIA and SriLankan Airlines premises. The uniforms provided must be distinct in colour and design from those of SriLankan Airline's employees. The proposed uniform should be approved by Manager Logistics SriLankan Airlines.

2.4. Drivers should hold a valid heavy vehicle license to operate passenger transport.

2.5. Before commencement of the contract the service provider should be able to submit following information,

- Details of the drivers (Age should be between 30-60)
- Medical certificates

03. Important documents to be kept in deployed vehicles

3.1 Ensure that all following documents are kept in the vehicles at all times when deployed for the transport service:

- I. valid revenue license for the vehicle (original)
- II. valid insurance certificate of the vehicle (original)
- III. current vehicle emission test certificate (original)
- IV. Fitness Certificate (original)
- V. A copy of the registration book

04. Other obligations

4.1. At any given time authorized representatives of SriLankan Airlines should be allowed to carry out spot checks on the vehicles, drivers and conductors deployed as well as the above mentioned documents for the transport service.

4.2. In the event of an ad-hoc change in the dedicated vehicle prior to the commencement of the journey the service provider shall obtain approval for such change from Manager Logistics, Sri Lankan Airlines or his representative.

4.3. In the event of a permanent replacement of a vehicle used for the transport service is required, the Company shall inform same in writing to Manager Logistics SriLankan Airlines prior to replace such vehicle with a suitable alternate vehicle which shall conform to the specifications mentioned above.

4.4. In the middle of a journey if a break down occurs the replacement vehicle which is provided by the service provider on his account should be similar to the dedicated vehicle provided by the service provider.

B. Rates & Payments

01. SriLankan Airlines shall settle invoices within 45 days after receiving the original invoice by the service provider.

02. The rates should comprise below components & should exclude toll fee (buses operating from Colombo to BIA)

- Other cost component 50%
- Fuel component 50%

03. In the event of an increase or decrease in the basic price of fuel, the fuel component of the rate attributable to each route which is given by the service provider shall be revised by a percentage equivalent to the percentage of increase or decrease in the basic price of fuel.

C. Liquidated damages

1. If the Company fails to make available the vehicle/s required for the performance of the Transport Services with valid driving license and other related documents as per RMV regulation without adherence to same SriLankan Airlines reserves the right to terminate the entire contract or the operation of the particular route.

2. If the company fails to make the vehicle/s required for the performance of the transport services at the agreed times set forth in the Timing Schedule at the original pick-up points set out in the table 01 the Company shall be charged liquidated damages as below,

2.1 for delays from 0 - 15 minutes on a particular route occurring at the originating points, within a period of one (1) calendar month, SriLankan Airlines shall charge liquidate damages of fifteen percent (15%) on the contracted one way trip cost for each such delay on a particular route

2.2 for delays from 15 -30 minutes occurring at the originating points within a period of one (1) calendar month on a particular route, SriLankan Airlines shall charge liquidated damages of twenty five percent (25%) on one way trip cost for each such delay on a particular route.

3. In the event the service provider fails to arrive BIA Airline center at the scheduled time the following penalties will be applied

3.1. for delays from the second occurrence onwards attributable to the company of more than (15) minutes up to (30) on a particular route occurring at the arrival points in BIA, within a period of one (1) calendar month, SriLankan Airlines shall charge liquidate damages of twenty five percent (25%) on the contracted one way trip cost for each such delay on a particular route.

3.2. for delays from the second occurrence onwards attributable to the company of more than (30) minutes occurring at the arrival points in BIA, within a period of one (1) calendar month on a particular route,

SriLankan Airlines shall charge liquidated damages based on the loss of man-hours incurred at Rs150/- per hour/per person or 75% of the applicable trip rate whichever is higher.

4. In the event the company fails to deploy a conductor for a vehicle, SriLankan Airlines shall charge Rs.2500/- per one way trip.
5. In the event the number of seats in the vehicle provided by the company for the transport service is less than the number of seats as agreed per vehicle , SriLankan Airlines may deduct Rs230/- per seat per trip or the cost of alternate transport arrangements made by SriLankan Airlines whichever is higher.
6. In the event of losing or mishandle the company provided proximity card, the value of the proximity card (Rs 1000.00 per card) will be recovered as liquidated damages from the company from the monthly bill.

D. Terms & termination

01. Notwithstanding anything to the contrary herein stated, SriLankan Airlines may terminate this Agreement on whatsoever ground by giving to the Company thirty (30) days written notice. Such termination shall take effect on the expiry of the notice period.

02. SriLankan Airlines may terminate the Agreement immediately, in writing, without any penalty, in the event the Company does not commence the Transport Services on the Commencement Date.

03. Either Party shall have the right to terminate this Agreement by 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 fails to remedy such breach within thirty days from the date of receipt of written notice from other Party or immediately if the breach or material breach is incapable of remedy;
- (b) if the other Party 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
- (c) if the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade.

04. Notwithstanding anything contained herein, SriLankan Airlines may terminate this Agreement forthwith in writing by sending a written notice in default, in the event the Company:

- (i) does not provide the Transport Services envisaged under this Agreement at the Commencement Date or in the manner required by SriLankan Airlines;
- (ii) does not comply with the requirements and/or notices of SriLankan Airlines;
- (iii) does not maintain or is not maintaining the work standard specified or implied herein to the satisfaction of or in the manner required or instructed by SriLankan Airlines from time to time; and/or
- (iv) does not perform or fails or is failing to perform or unable to perform or prevented from performing any of its obligations under this Agreement, for whatsoever reason.

05. In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to Clause 5 under terms & termination above, 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 Company

shall be liable to SriLankan Airlines for any excess costs for such similar services procured by SriLankan Airlines. However, the Company shall continue performance of the Agreement to the extent not terminated herein.

06. SriLankan Airlines shall have the right to terminate this Agreement by issuing written notice to the Company in the following circumstances:

- (i) if the Company loses its licenses to provide the Transport Services contracted for under this Agreement, with immediate effect;
- (ii) if the Company is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;
- (iii) repeated breach of this Agreement by the Company despite such breach are remedied by the Company;
- (iv) if either Party cease to operate their business or its license to operate the is revoked/cancelled/seized.

07. Termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to the accrued rights and liabilities of either Party.

08. 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 Company or any of the employees of the Company.

Section IV - Bid Submission Form

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

[The Bidder/s 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: [insert date of Bid Submission]

No.: [insert number of bidding process]

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 [insert a brief description of the service];
- (c) The total price of our Bid without Tax is:
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 22 for the due performance of the Contract;
- (f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

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

Date

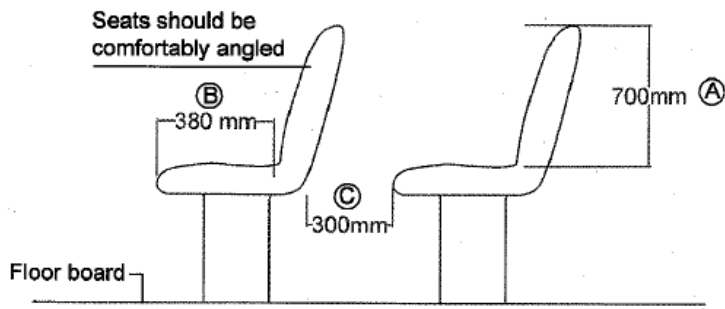
Section V - General Conditions

- I. If accepted, it is mandatory that the bidder/s signs the Contract Agreement - Sample Contract Agreement is at Annexure F.

ANNEXURE A - Technical/General Specifications & Compliance Sheet

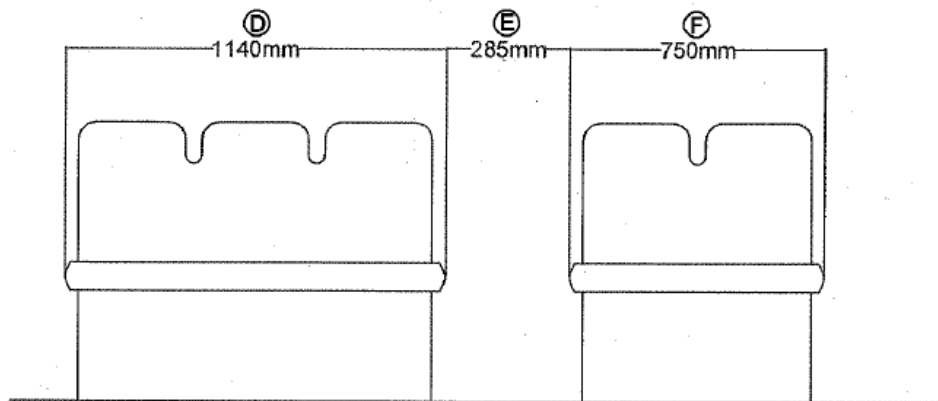
Name of the Bidder :

Running Number	Technical Specification	Bidder's Response (Yes/No)	If 'No' comments
1.	Suspension system - Suspension system must be comfortable for passenger transport		
2.	All buses over 40 seats should be double door buses		
3.	Non-air-conditioned vehicles registered / to be registered as a Motor coach		
4.	Buses should be equipped with: <ul style="list-style-type: none"> • Overhead luggage rack • Fire extinguishers • First aid kits • Spare wheel • Wheel brace and Jack 		
5.	Emergency exit door should not be obstructed.		
6.	To minimize the sound of the engine it should be covered with sound proof padding		
7.	Age of the vehicle should not exceed seven years from the date of manufacture at any given time during the contract period		
8.	Windows should be fitted with suitable curtains to avoid sunlight coming in/ glasses should be tinted to achieve same, and to be comfortable for passengers. There should be adequate ventilation		
9.	Seats should be with headrests		
10.	Seats should be comfortable and with maximum leg space as per the attachment below		
11.	Back rest height -700mm		
12.	Seat length -380mm		
13.	Knee space -300mm		
14.	Width of a triple seat - 1140mm		
15.	Gang way - 285mm		
16.	Width of a double seat - 750mm		



SIDE VIEW OF SEATS

- Ⓐ- BACK REST HEIGHT
- Ⓑ- SEAT LENGTH
- Ⓒ- KNEE SPACE
- Ⓓ- WIDTH OF A TRIPLE SEAT
- Ⓔ- GANG WAY
- Ⓕ- WIDTH OF A DOUBLE SEAT



FRONT VIEW OF SEATS

The Company shall ensure that vehicle specifications (i.e. leg space, seat pitch, seat width and length) are as per the recommendations of the RMV and other relevant authorities as mentioned under vehicle specifications.

Signature: [signature of person signing the Bid]

Name & Designation: [Name and designation of person signing the Bid with frank]

Date : [insert date]

**Annexure. B: Price Schedule Form
Provision of Shift Staff Transport (Single Route Category) for SriLankan Airlines - 202430609**

Name of the Bidder :

Normal Shift Transport during all weekdays from Katunayake To Destinations & VV (Total for 2 Daily Round Trips)

Category	Route	Fuel component (50%)	Other cost component (50%)	Total for 2 Daily Round Trips	Applicable taxes (%)
		a	b	c= a+b	
A. Via Minuwangoda & Gampaha	Mirigama/Giriulla				
	Nittambuwa/Gampaha				
	Veyangoda				
	Warakapola /Kegalle(Express)				
	Warakapola				

Additional Shift Transport during Weekends and Holidays from Katunayake To Destinations (One Way Only)

Category	Route	Fuel component (50%)	Other cost component (50%)	One way trip rate	Applicable taxes (%)
		a	b	c= a+b	
A. Via Minuwangoda & Gampaha	NITTAMBUWA				

Price per liter of Basic Fuel price:

Date:

Note 1: Bidders shall quote for all mentioned routes for the category separately. Rate for additional transport during Weekends and Holidays shall quote accordingly.

Note 3: Use of the highways is compulsory when requested by SriLankan Airlines without any additional charge unless the per trip route distance change is within the range of 10 kms (±10kms per trip). If the per trip route distance exceeds 10 kms limit, the excess will be paid as per the prevailing km rate mutually

agreed by the both parties. Prior approval shall be forwarded by the Logistics Manager authorizing route change/diversion. If any highway is used, the government approved toll charge for the relevant highway/vehicle category will be reimbursed.

Note 4: Rates shall be quoted in Sri Lankan Rupees (LKR).

Note 5: Minimum 45 days credit period is required

Note 6: Basic fuel type shall be Lanka Auto Diesel (LAD). If there is a revision of price of basic fuel after the bid submission, the fuel component of the rate attributable to each route which is given by the bidder shall be revised by a percentage equivalent to the percentage of the increase or decrease if exceeds 10% in the basic fuel price at the deadline for the submission of bids.

Note 7: If an offered Basic fuel type/s discontinue selling/abolish in the country, the price of the next purified level of fuel type will be used for evaluation and same will be stated in the contract.

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

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

Date : *[insert date]*

ANNEXURE C: Bid Security

[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 D: Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for 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.. [90 days beyond the expiry of the contract or until all the obligations of the supplier are fulfilled (whichever is later)] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

ANNEXURE F - SAMPLE CONTRACT AGREEMENT

1. Draft Agreement

AGREEMENT FOR PROVISION OF TRANSPORT SERVICES

This Agreement for Provision of Transport Services is made on this at Katunayake

By and between

SriLankan Airlines Limited a company incorporated in the Democratic Socialist Republic of Sri Lanka, bearing the Company Registration Number **PB 67** and having its registered office at the **Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** (hereinafter referred to as "**SriLankan Airlines**") which term or expression shall include where the context so requires or admits mean and include the said SriLankan Airlines Limited, its successors in office and assigns) of the **One Part**;

And

.....company incorporated in the Democratic Socialist Republic of Sri Lanka, bearing the Company Registration Number.....and having its registered office at.....(hereinafter referred to as "**the Company**") which term or expression as herein used shall where the context so requires or admits mean and include the said....., its successors in office and assigns) of the **Other Part**.

Whereas SriLankan Airlines is an international commercial airline;

Whereas the Company is a reputed transport provider in Sri Lanka which is capable of providing transport services to employees in commercial organizations;

And whereas SriLankan Airlines is desirous of availing itself of transportation services to transport its employees (as more fully set forth in this Agreement) between Bandaranaike International Airport, Katunayake (hereinafter referred to as "BIA") and stipulated locations;

And whereas the Company has agreed to provide transport services to the employees of SriLankan Airlines as required hereunder between the BIA and stipulated locations subject to the terms and conditions set out herein.

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

1. SCOPE

1.1. The Company shall provide the agreed number and type of vehicles set forth in Annex 2 suitable for passenger transportation in order to transport SriLankan Airline's employees (hereinafter referred to as "**Employees**") between stipulated locations and BIA on routes set out in **Annex 1** (hereinafter referred to as "**Route**") hereto in accordance to the Timing Schedule set forth in Annex 1(hereinafter referred to as "**Transport Services**").

2. THE OBLIGATIONS OF THE COMPANY

2.1. The Company shall ensure that the vehicle/s to be deployed for the Transport Services pursuant to this Agreement shall be:

- a) dedicated for providing Transport Services for SriLankan Airlines in accordance to this Agreement and the vehicles shall only be deployed to be used on each of the specific Routes allocated to operate such vehicles, as set out in **Annex 1**;
- (b) as per the Specifications as set out in **Annex 2**;
- (c) mechanically sound, meet the required comfort levels set forth in this Agreement and in good condition both internally and externally at all times without any propaganda stickers displayed or placed and shall be maintained in a roadworthy condition and/or as required by SriLankan Airlines at the sole cost of the Company;
- (d) duly checked and approved by SriLankan Airlines prior to the commencement of the Agreement as per set forth in Clause 4.1 below;
- (e) either registered in the name of the Company or the Company is legally entitled to use and operate such vehicles for the purpose of this Agreement;
- (f) licensed, insured and registered in accordance with all applicable Government, local Government or Provincial Council laws and regulations pertaining to the road operation, environmental protection and carriage of passengers, at the cost of the Company;
- (g) operated on the Agreed Routes as set out in Annex 1 and shall stop at the pick-up/drop-off points for each Route as per the Timing Schedule set forth in Annex 1 and/or as advised by SriLankan Airlines in writing from time to time in order to permit the Employees to join/alight from the vehicles;.
- (h) arrive at SriLankan Airlines offices at BIA according to the Timing Scheduled set out in **Annex 1**;
- (i) in good external condition and shall ensure that the exterior body of the vehicles deployed for the Transport Services are free from slogans and graphics, except for the name of the Company and any advertisements or promotional material regarding SriLankan Airlines, the cost of which shall be borne by the Company;
- (j) always in a clean condition, both internally and externally, with windows fitted with suitable curtains which shall be laundered at the end of each calendar month and/or as and when deemed necessary, at the sole cost and expense of the Company;
- (k) fully maintained at the expense of the Company during the Term of the Agreement.

2.2. The Company shall:

- (a) maintain and submit the Records as set forth in **Annex 3** in respect of all Transport Services performed pursuant to this Agreement;

- (b) at its own cost and expense, position one or more of its representatives in a suitable office which shall be located within a radius of five (05) Km on the public road from the SriLankan Airline's premises at the BIA, who shall be contactable on a mobile phone, land telephone line, Facsimile, email and shall be in contact with the Company's Head Office and SriLankan Airlines on a 24 x 7 basis to co-ordinate the operation of the Transport Services to be provided under this Agreement;
- (c) at its own expense, ensure that telephone, email and facsimile operational connectivity is available between the Company's Head Office and its representative located as per Clause 2.2.(b) above on a 24 x 7 basis including public, mercantile and statutory holidays to enable SriLankan Airlines to contact the Company or its representative;
- (d) obtain all security clearance and passes for its drivers, conductors and any other relevant representative of the Company, and the vehicles deployed for the performance of the Transport Services in order to enter SriLankan Airlines' premises and BIA premises according to the rules and regulations prescribed by the Airport and Aviation Services (Sri Lanka) Limited (AASL) and the Ministry of Defence, SriLankan Airlines and any other relevant authorities. Any expenses/costs incurred in respect of the aforementioned shall be borne by the Company;
- (e) ensure that its employees comply with all security and other directions and regulations set out by SriLankan Airlines and other relevant authorities in relation to access to persons and property in the BIA and SriLankan Airlines' premises at Katunayake and working in the said locations;.
- (f) have dedicated staff to operate the vehicles who are equipped with a mobile phone with hands free equipment and the mobile phone number has been submitted to SriLankan Airlines;
- (g) that the vehicle deployed for the Transport Services and the drivers operating the said vehicles are contactable throughout and or before commencement of any journey and deploy a conductor for vehicles as required by law;
- (h) be responsible for hiring and training all drivers and shall ensure that the drivers who are deployed for the performance of the Transport Services pursuant to this Agreement:
 - (i) holds valid driving licenses to operate the vehicles;
 - (ii) adhere to all applicable laws and regulations in the discharge of their duties
 - (iii) are properly attired at all times during the performance of the Transport Services and whilst in BIA and SriLankan Airline's premises;
 - (iv) are medically fit (particularly vision, Colour blindness and hearing tests must be passed by all drivers). Medical reports should be submitted by the service provider at the request of Sri Lankan Air lines ltd
 - (v) are capable to operate the vehicles on the Routes as they are deployed, at all times during the Transport Services.
- (i) have dedicated conductors for each vehicle deployed for the Transport Services.

- (j) comply with all labour and licensing rules and regulations applicable to drivers and conductors of vehicles and ensure that all drivers are sufficiently rested at the commencement of the Transport Services to be provided for each Route pursuant to this Agreement.
 - (k) at its own expense, ensure that the drivers and conductors are properly attired in appropriate uniforms, which shall be in a presentable and clean condition at all times during the performance of Transport Services and whilst in BIA and SriLankan Airline's premises. The uniforms provided must be distinct in colour and design from those of SriLankan Airline's employees and from other Companies working in SriLankan Airline's premises and any uniforms provided for the drivers and conductors by the Company shall be approved by SriLankan Airlines prior to the Commencement Date.
 - (l) Ensure that all following documents are kept in the vehicles at all times when deployed for the performance of the Transport Services:
 - (i) valid revenue license for the vehicle (original)
 - (ii) valid insurance certificate of the vehicle (original)
 - (iii) current vehicle emission test certificate (original)
 - (m) Accept as passengers only those persons carrying duly authorized SriLankan Airlines' staff identity card and a transport pass designated for the particular Route.
 - (n) Permit the authorized representatives of SriLankan Airlines to carry out as and when requested by SriLankan Airlines, spot checks on the vehicles, drivers and conductors deployed for the performance of the transport Services as well as the documents referred to in clause 2.2 (k) carried in any vehicle during the Term of this Agreement.
 - (o) Display the name boards displaying the wording and details specified in **Annex 4** in all vehicles clearly, in a prominent place only during the performance of the transport services hereunder. For the avoidance of doubt, the name board shall only be displayed in the vehicles during the transportation of the Employees in day and night trips;
 - (p) Forward to SriLankan Airlines, on a monthly basis, all records of servicing of vehicles periodic checks on brakes etc. in respect to the vehicles deployed for the performance of the Transport Services;
 - (q) Ensure its employees safely operate the vehicles deployed hereunder for the Transport Services and in accordance to the legal requirements including all safety and transportation laws and regulations;
 - (r) if charged by SriLankan Airlines, pay liquidated damages as required in Clause 6.1(b) and Annex 7 in the event the Company fails to provide the Services or comply with its obligations under this agreement;
 - (s) Not and shall ensure its employees shall not interfere in the work provided by other service providers or personnel of other service providers who are offering or providing services for SriLankan Airlines at the premises of SriLankan Airlines;
 - (t) Arrange for training for the driver and the conductors for the performance of the Transport Services, at its own cost and expense, as and when required by SriLankan Airlines;
 - (u) Not to 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;
- 2.3. In the event of an ad-hoc change in the dedicated vehicle for a trip prior to the commencement of the Transport Services, the Company shall specify reasons for such change and obtain prior approval for such change from SriLankan Airlines Officers designated in **Annex 5**. The Company

- shall ensure that such alternate vehicle shall be in conformity to the specifications listed in **Annex 2**.
- 2.4. The Company shall ensure that any such ad-hoc changes shall not be for more than forty eight (48) hours duration per occasion except for the ad-hoc changes for repairs and maintenance of the dedicated vehicles. The number of ad-hoc changes per month shall be limited to five (05) occasions. In the event of an ad-hoc change in the dedicated vehicle due to a repair or maintenance of the vehicle, the Company shall inform SriLankan Airlines a tentative date for the redeployment of the vehicle for the Transport Service pursuant to this Agreement and shall provide an alternative vehicle to be deployed for the Transport Service with the written approval of SriLankan Airlines Officers designated in **Annex 5**.
 - 2.5. In the event a permanent replacement of a vehicle used for the Transport Service is required, the Company shall inform same in writing to SriLankan Airlines Officers designated in **Annex 5** and with the written agreement of SriLankan Airlines replace such vehicle with a suitable alternate vehicle which shall conform to the specifications listed in **Annex 2**.
 - 2.6. The Company shall at his own expense ensure that the vehicles deployed for the Transport Service are duly licensed, insured and registered under all applicable Government or local Government laws and regulations pertaining to the road operation, environmental protection and carriage of passengers.
 - 2.7. The Company shall arrange all the security passes required for the vehicles to enter and/or exit SriLankan Airlines premises in order to perform the Transport Services hereunder. Any expenses/costs incurred in respect of the aforementioned will be borne by the Company.
 - 2.8. The Company shall not deploy or engage to perform the Transport Services hereunder any drivers who are reported for reckless driving and not abiding with the state speed limits.
 - 2.9. The Company shall ensure that all vehicles assigned to perform the Transport Services are positioned at scheduled drop off/pick up points.
 - 2.10. In the event the Company is not able to transport the Employees on its vehicles as per the terms of this Agreement including but not limited to due to an accident or breakdown of any of the vehicles deployed for the performance of the Transport Services or any vehicle is unfit/prohibited to be operated, the Company shall promptly arrange and provide a substitute vehicle for the affected Employees in vehicles of equal or superior standard and quality, in a timely manner, in order to perform the Transport Services so that delays are not experienced by the Employees. Any additional expenses/costs involved on the alternative arrangement shall be borne by the Company.
 - 2.11. In the event the Company is unable to provide a substitute vehicle as set forth under Clause 2.10 in a timely manner, SriLankan Airlines and/or the affected Employees shall have the right to arrange alternative transportation and the Company agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the transportation incurred by SriLankan Airlines and/or the affected Employees.
 - 2.12. In the event of an accident of any of the vehicles deployed for the performance of the Transport Services, the Company shall ensure that a representative of the Company will be available at the respective police station and/or Hospital to facilitate or address any requirements arising due to such accident. All incidents/accidents with the Employees on board shall be notified by the Company and/or its drivers to SriLankan Airlines immediately.
 - 2.13. The Company must maintain an adequate substitute driver/conductor pool in order to

ensure to perform the Transport Services and such substitute driver/conductor shall possess the ability to run the Transport Services as set forth under this Agreement.

- 2.14. The Company shall obtain, keep valid and subsisting at all times during the Term of this Agreement all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in respect of the operation of Transport Services for the purposes hereunder and for the performance of its obligations hereunder.
- 2.15. The Company shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Transport Service as required hereunder. The Company shall make reasonable efforts to have the ability and capacity to meet such requirements to perform the Transport Service in a timely and efficient manner.
- 2.16. In the event the Company or its drivers fails to pick up or drop off the Employees at the stipulated locations for each Route and/or at BIA, as applicable, the Company shall reimburse to SriLankan Airlines any cost and expenses incurred for the alternative transport arrangements for the performance of the Transport Services.
- 2.17. In the event the Company fails to perform any of the Transport Services for any of the given Routes as set forth in Annex 1, SriLankan Airlines shall have the right to either terminate this Agreement (in whole or in part) or shall have the right to arrange alternative transportation for the pick up/drop off point for any such given Routes that the Transport Services was not performed and the Company agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the alternative transportation for the said pick up/drop off point arranged by SriLankan Airlines for any such given Routes that the Transport Service was not performed.
- 2.18. Use of highways are compulsory when required by SriLankan Airlines without any additional charge unless the distance per trip exceeds 10 Km. The applicable toll charges shall be reimbursed by SriLankan Airlines upon submission of receipts.

3. PARKING FACILITIES

- 3.1 SriLankan Airlines shall not be responsible for providing parking facilities for any of the vehicles deployed for the Transport Services at BIA or SriLankan Airlines' premises or any other location during any period of time save and except provided as provided in Clause 3.2.
- 3.2 Subject to the approval of the relevant authorities at BIA, SriLankan Airlines may provide temporary waiting facilities, at the cost of the Company, for the vehicles deployed for the Transport Services at the SriLankan Airline's premises or its vicinity, immediately upon arrival of the vehicles or before commencing any journey, subject to the Company complying with all security and other directions set out by SriLankan Airlines Limited, Airport and Aviation Service (Sri Lanka) Limited & other relevant authorities in respect of the use of the temporary parking facilities at SriLankan Airline's premises.

4. RIGHTS, DUTIES AND OBLIGATIONS OF SRILANKAN AIRLINES

- 4.1. SriLankan Airlines may, at the Commencement Date or at any time during the Term of this Agreement, inspect any vehicle to be deployed for the purpose of performing the Transport Services under this Agreement, provided that the inspection, certification or approval of any

vehicle by SriLankan Airlines shall not be deemed to be a waiver of the requirements set out in Clause 2.1 (b) and 2.1 (c) and **Annex 2** or in any way relieve the adherence to the obligations of the Company under Clause 2 and **Annex 2** hereof.

- 4.2. SriLankan Airlines shall pay for the Transport Services according to the rates set out in **Annex 6**.
- 4.3. SriLankan Airlines may by giving not less than twelve (12) hours' notice, request the Company to provide additional ad-hoc Transport Services on routes/dates on a 24 x 7 basis to be specified by SriLankan Airlines subject to availability of vehicles. Any additional ad-hoc Transport Services provided by the Company under this Agreement shall be at the existing rates specified in **Annex 6** and Clause 7.1 or at rates mutually agreed by and between the Company and SriLankan Airlines for Routes not specified in **Annex 1**.
- 4.4. Notwithstanding anything to the contrary stated herein, SriLankan Airlines may request the Company not to re-deploy a particular driver and/or conductor who operate/s the vehicle on any of the Routes, if in the opinion of SriLankan Airlines such person is inappropriate or unsuitable to perform the Transport Services hereunder.
- 4.5. Performance of the Transport Service provided by the Company will be reviewed quarterly/bi-annually/annually and /or on an ad-hoc basis by SriLankan Airlines based, but not limited to the following criteria:
 - (a) Age, road-worthiness, cleanliness and maintenance of the vehicles
 - (b) Seating capacity & leg space
 - (c) Documents e.g. licenses
 - (d) Punctuality & safety
 - (e) Attitude of drivers and conductors
 - (f) Availability of conductors
- 4.6. SriLankan Airlines shall have the right to do spot checks on all vehicles used and all driver and conductors hired to perform the Transport Services pursuant to this Agreement.
- 4.7. SriLankan Airlines shall not be obligated or responsible to provide parking facilities for the Company's vehicles at SriLankan Airlines premises.
- 4.8. SriLankan Airlines reserves the right to test the drivers for the use of alcohol or psychoactive substances, as and when required.
- 4.9. SriLankan Airlines reserves the right to request the Company to produce any vehicles for further physical inspection periodically, and any new vehicles intended to be used for the performance of the Transport Services prior to such vehicles utilized to perform the Transport Services.
- 4.10. SriLankan Airlines shall have the right to change, remove or withdraw any Route specified in **Annex 1** and Clause 7.1 with one [01] days' notice to the Company due to any force majeure event and/or operational requirements of SriLankan Airlines.

5. RATES AND PAYMENT

- 5.1. All Tax / SVAT invoices raised by the Company pursuant to the performance of the Transport Services shall be forwarded to SriLankan Airlines marked attention of the Officer designated for this purpose in **Annex 5**.
- 5.2. The Company shall invoice SriLankan Airlines on a monthly basis in arrears in respect of the Transport Services provided by the Company for the previous month at the rates set out in **Annex 6**. The Company shall only invoice SriLankan Airlines for the performance of actual trips in the previous month on the Routes as advised by SriLankan Airlines pursuant to this Agreement. No

further payments shall be payable by SriLankan Airlines to the Company on whatsoever grounds including but not limited to extra journeys have been provided by the Company to the Employees without prior written consent of SriLankan Airlines.

- 5.3. The Parties agree that the prices and/or rates set out in this Agreement (and Schedules hereto) shall be fixed for the duration of the Term and shall not be amended or increased during the Term, unless expressly agreed to in writing by SriLankan Airlines.
- 5.4. SriLankan Airlines shall settle all invoices submitted by the Company within Forty Five (45) days after the receipt thereof. 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 Company shall promptly provide necessary clarifications and/or corrections to SriLankan Airlines. SriLankan Airlines shall pay the disputed amount due, if any, after the resolution of the determination of the dispute within fourteen (14) days of the resolution of such dispute.
- 5.5. All payments to be made hereunder to the Company 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 Company 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 Company set-off the amount of such liability or payment due against any liability or payment to be made by SriLankan Airlines to the Company arising from this Agreement entered into between the Parties, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent.
- 5.6. SriLankan Airlines shall be entitled to withhold or deduct from any payments due to the Company or any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 5.7. All payments pursuant to this Agreement shall be in Sri Lanka Rupees and made by cheque to the account stipulated in **Annex 6**.
- 5.8. 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.
- 5.9. Value Added Tax (VAT) are excluded from the rates and prices set forth in Annex 6 and shall be payable by SriLankan Airlines.
- 5.10. SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the Company and/or the Company's employees. Taxes that arise on the income of either Party will be the responsibility of each such Party.
- 5.11. 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 Company as per the tax laws of Sri Lanka.
- 5.12. Personal income tax and corporate income tax of the Company, the Company's employees payable in Sri Lanka shall be borne by the by the Company.

6. REVISION OF RATES

- 6.1. In the event of an increase or decrease in the Basic Price of Fuel as set out in **Annex 6**, the fuel component of the rate attributable to each Route shall be revised by a percentage equivalent to the percentage of increase or decrease if exceeds 10% in the Basic Price of Fuel as set out in Annex 6.

- 6.2. The revised rates shall be mutually agreed by the Parties in writing and recorded as an amendment to the rates set out in **Annex 6**. Upon the effective date of such amendment, the Basic Price of Fuel shall be amended to be the price of fuel recorded in such amendment to **Annex 6**.

7. VARIATIONS

- 7.1. Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may by giving seven [7] days written notice to the Company shall have the right to withdraw, add, vary any of the Routes or pick up/drop off points/ originating points of the Routes or the Transport Services to be performed as set out in **Annex 1 ("Changes")**. Upon the agreement of such Changes, the Parties shall record such Changes by way of a written amendment to the Agreement. There shall be not any compensation or penalty payable by SriLankan Airlines for withdrawal/removal of any Route set out in Annex 1. In the event the variation to the Route shall exceeds ten (10) km of the original distance per trip it shall be proportionately adjusted.

8. BANK GUARANTEE

- 8.1. The Company shall at the execution of the 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 **Annex 6**, as security for the due and proper performance by the Company of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or enhancement) on such bank guarantee shall be borne by the Company. The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2. The proceeds of the bank guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Company's failure to complete its obligations under the Agreement.
- 8.3. The bank guarantee will be discharged by SriLankan Airlines and returned to the Company within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Company'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.
- 8.4. In the event, that the Company fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the bank guarantee accordingly. In the event of an adjustment or deduction of the bank guarantee by SriLankan Airlines against any sums due from the Company, the Company shall within fourteen (14) days of the deduction submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the bank guarantee to its original amount.
- 8.5. SriLankan Airlines shall not make any payments under this Agreement to the Company until SriLankan Airlines has received the bank guarantee as stipulated under clause 8 hereof.
- 8.6. The value of the bank guarantee may be varied at any time at the option of SriLankan Airlines and the Company shall furnish an additional bank guarantee covering the entire amount within thirty (30) days of notification to the Company.
- 8.7. SriLankan Airlines' rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines pursuant to this Agreement.

9. LIABILITY & INDEMNITY

9.1. The Company shall be liable for and shall indemnify, defend and hold harmless SriLankan Airlines, its directors, officers, servants, agents, employees free and clear from and against all losses, costs, expenses (including legal fees), claims, liabilities, damages, demands, proceedings, actions of any nature whatsoever, whether or not involving a third party claim, arising from or in connection to:

- (i) death, accident, injury or delay caused to any person or Employees of SriLankan Airlines or employees of the Company or any third party arising out of any act or omissions of the Company and/or any of its personnel or any other person acting for or on behalf of the Company (whether such act is negligent or not);
- (ii) loss of or damage to any property or the vehicles utilized for the performance of the Transport Services or properties belonging to SriLankan Airlines or any of its Employees or any properties of third party arising out of any act or omissions of the Company and/or any of its personnel or any other person acting for or on behalf of the Company (whether such act is negligent or not);
- (iii) claims by any employee of the Company 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;

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- (iv) acts of theft, pilferage of property or other acts committed by the Company or its personnel which cause financial loss or are likely to bring SriLankan Airlines into disrepute;

2.

- (v) provision of the Transport Services provided under this Agreement by the Company and/or its personnel;

3.

- (vi) 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;

- (vii) failure by the Company to perform or otherwise fulfil any covenant or other obligation hereunder or any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law;

- (viii) any breach of any representation or warranty by the Company contained in this Agreement.

9.2. Notwithstanding, Clause 9.1 above, SriLankan Airlines may, without prejudice to its right to terminate this Agreement, require the Company to pay SriLankan Airlines the total value of any property lost, damaged or pilfered by the Company or its personnel.

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

- 9.4. In no event shall SriLankan Airlines be liable to the Company for any punitive, exemplary, special, indirect, incidental or consequential damages (including but not limited to, lost profits, lost business opportunities, loss of use or vehicle down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 9.5. In no event shall SriLankan Airlines aggregate liability to the Company in connection with this Agreement, however caused, exceed any amount payable by SriLankan Airlines for the provision of Transport Services by the Company under this Agreement.
- 9.6. The liabilities and obligations of the Company under Clause 9 shall survive the expiration or termination of this Agreement.

10. AUDIT AND INVESTIGATION

- 10.1 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to audit the level and standard of transport arrangement provided by the Company in accordance with the existing guidelines, internal policies of SriLankan Airlines and also in accordance with this Agreement. In the event, SriLankan Airlines deems it necessary; it will instruct the Company to conduct special training for its staff in order to perform the Transport Service and the Company shall ensure to abide by such instructions provided by SriLankan Airlines. Such audit shall be carried out at a location determined by SriLankan Airlines and the Company shall comply and take immediate steps to implement the corrective action so recommended at its cost within a time period mutually agreed with SriLankan Airlines. Failure to do so shall entitle SriLankan Airlines to terminate this Agreement forthwith by written notice without any liability to pay any penalty or compensation to the Company. SriLankan Airlines shall provide a minimum of 07 days' notice prior to the intended audit carry out once in six months. SriLankan Airlines shall be entitled to recover the cost of a re-audit if SriLankan Airlines requires to carry out a re-audit as a result of the failure of the Company to implement the corrective measures recommended by SriLankan Airlines at the initial audit.
- 10.2 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to conduct investigations whenever necessary for any incident/ accident that will transpire in the course of providing Transport Service to transport its staff to and from stipulated locations. SriLankan Airlines shall conclude such investigations in respect of such incident/ accident within a reasonable time and shall notify to the Company its findings including corrections, improvements implemented and preventive measures to be adopted by the Company in the performance of the Transport Service. The Company shall comply and take immediate steps to implement the improvements and any corrective actions recommended by SriLankan Airlines at its cost within a time period mutually agreed with SriLankan Airlines.
- 10.3 Performance of the Transport Service provided by the Company will be reviewed periodically by SriLankan Airlines based on, but not limited to the following criteria:
- (i) The agreed standard safety devices utilized for the performance of the Transport Service;
 - (ii) Road-worthiness & serviceability of vehicles utilized for the performance of the Transport Service;
 - (iii) Cleanliness of vehicles utilized for the performance of the Transport Service;,,

- (iv) Attitude of drivers and conductors towards SriLankan Airlines staff in performing the Transport Service
- (v) The validity period of the vehicle revenue license of all vehicles utilized for the performance of the Transport Service;
- (vi) The validity period of all driver's license performing the Transport Service;
- (vii) Insurance and legal liability coverage provided for the passengers travelling on the vehicles deployed for the Transport Service.

If Company doesn't meet any of the criteria set down by SriLankan Airlines, SriLankan Airlines shall have the right to charge liquidated damages from the Company not as a penalty as set out in Annex 7.

11. INSURANCE

11.1. Without prejudice to the generality of Clause 9, the Company shall maintain and keep valid at all times at its own cost and expense suitable comprehensive motor vehicle insurances policy covering own vehicle damage and third party coverage in respect of the Vehicles provided under this Agreement including but not limited to cover the following.

(i) Death/Bodily Injury Insurance Coverage

- (a) Unlimited Third Party Legal Liability insurance covering legal liability for death of or bodily injury to any person including but not limited to the driver, passengers, employees and agents of SriLankan Airlines Limited.
- (b) Personal Accident Benefit Insurance Cover (inclusive of Strike, Riot & Civil Commotion and Terrorism) for the licensed seating capacity of the vehicle including the Driver for amount of Rs. 500,000 (Rupees Five Hundred Thousand) per seat.
- (c) Legal liability for passengers and goods for not less than LKR 750,000 per person.

(ii) Third Party Property Damage Liability Coverage

Third Party Legal Liability Cover against Loss of or Damage of any Property including the property belonging to SriLankan Airlines Limited and/or its Employees and agents or any other third party for an amount of not less than Rs. 2,000,000 (Rupees Two Million).

- (iii) Loss of/Damage to the vehicles coverage should, in addition to the comprehensive coverage include riot & strike, terrorism, natural perils, self-ignition, and include cover for, but not be restricted to, paint work, external fixations, buffers, lights and the like. The vehicle shall be insured on a hiring, self drive, basis and the value covered shall not be less than its current market value including the value of all non-factory fitted accessories.

11.2. Insurance policies referred to in Clause 10.1 above shall be arranged with a reputable insurance company with Island wide coverage acceptable to SriLankan Airlines Limited.

11.3. Waive rights of subrogation or action against SriLankan Airlines or its employees, agents, or persons travelling in the vehicle provided by the Company pursuant to this Agreement in connection with any losses or claim resulting from the performance of Transport Services by the Company.

11.4. Company shall also maintain a workmen's compensation insurance policy covering any of Company's employee(s) or representatives involved in performing this agreement. The policy shall

cover the risks of riot and terrorism. Notwithstanding this clause the Company shall not be liable for any injury / disease / death to any employee of the Company howsoever caused

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

11.6. The insurance coverage required by Clause 10.1 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

11.7. Under no circumstances, SriLankan Airlines or its directors, officers, Agents and employees shall be held responsible for any loss of or damage to the vehicle or its accessories or spare unless such damage is caused due to the willful misconduct of SriLankan Airlines or its employees

12. NON-COMPLIANCE/BREACH/NON-PERFORMANCE OR PARTIAL PERFORMANCE AND LIQUIDATED DAMAGES

12.1. In the event of the non-compliance by the Company of the provisions of this Agreement or breach or non-performance/partial performance by the Company of any of its obligations contained in this Agreement or failure by the Company to make available the vehicle for the performance of the Transport Services as stipulated under the Agreement or any delay in performing the Transport Services, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:

- a) Terminate this Agreement as per Clause 13 below;
- b) Charge the Company liquidated damages as specified in **Annex 7**
- c) Obtain the services of another service provider to carry out the Transport Services provided hereunder, however, that in the event any money is expended by SriLankan Airlines on account of the occurrence of the causes mentioned in Clause 12.1 above and including obtaining the services of another service provider, such said expenditure shall be re-charged from the Company and the Company shall also forego the pro-rated amount for that particular trip for such date that such causes mentioned in Clause 12.1 have occurred.

12.2. Notwithstanding clause 12.1, without prejudice to the right of SriLankan Airlines to charge liquidated damages, the Company shall in any event of the occurrence of the causes mentioned in Clause 12.1 above 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.

13. TERM AND TERMINATION

13.1. The Agreement shall be effective from the ("Commencement Date") and shall continue to be valid for a period of (hereinafter referred to as "**Term**"), unless terminated earlier in accordance with this Agreement.

13.2. Notwithstanding anything to the contrary herein stated, SriLankan Airlines may terminate this Agreement on whatsoever ground by giving to the Company thirty (30) days written notice. Such termination shall take effect on the expiry of the notice period.

13.3. SriLankan Airlines may terminate this Agreement immediately, in writing, without any

penalty, in the event the Company does not commence the Transport Services on the Commencement Date.

13.4. Either Party shall have the right to terminate this Agreement by 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 fails to remedy such breach within thirty days from the date of receipt of written notice from other Party or immediately if the breach or material breach is incapable of remedy;
- (b) if the other Party 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
- (c) if the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade.

13.5. Notwithstanding anything contained herein, SriLankan Airlines may terminate this Agreement forthwith in writing by sending a written notice in default, in the event the Company:

(v) does not provide the Transport Services envisaged under this Agreement at the Commencement Date or in the manner required by SriLankan Airlines;

4.

(vi) does not comply with the requirements and/or notices of SriLankan Airlines;

5.

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

6.

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

7. .

13.6. In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to Clause 13.5 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 Company shall be liable to SriLankan Airlines for any excess costs for such similar services procured by SriLankan Airlines. However, the Company shall continue performance of the Agreement to the extent not terminated herein.

13.7. SriLankan Airlines shall have the right to terminate this Agreement by issuing written notice to the Company in the following circumstances:

- (v) if the Company loses its licenses to provide the Transport Services contracted for under this Agreement, with immediate effect;

- (vi) if the Company is engaged in any conduct/activity which in the opinion of SriLankan Airlines is prejudicial to SriLankan Airlines' business or corporate image;
 - (vii) repeated breach of this Agreement by the Company despite such breach are remedied by the Company;
 - (viii) if either Party cease to operate their business or its license to operate the is revoked/cancelled/seized.
- 13.8. Termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to the accrued rights and liabilities of either Party.
- 13.9. 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 Company or any of the employees of the Company.
- 13.10. On termination of this Agreement by SriLankan Airlines on account of any of the grounds specified in Clause 13.3, 13.4, 13.5, 13.7 above, without prejudice to its right to claim liquidated damages, SriLankan Airlines shall be entitled to arrogate the bank guarantee provided by the Company under this Agreement as a means to recover the losses or damages incurred by SriLankan Airlines as a result of the Company's failure to perform this Agreement.
- 13.11. On termination of this Agreement, SriLankan Airlines shall be liable to make payment to the Company for Transport Service 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 Company 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 Company (including its agents, employees and representatives) as a result of this Agreement. No payment whatsoever shall be payable by SriLankan Airlines to the Company or any of the employees of the Company apart from payment due to the Company as provided under Clause 5.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1. SriLankan Airlines shall with the prior written consent of the Company be entitled to assign or transfer the whole Agreement or any part thereof to a subsidiary or associate company of SriLankan Airlines.
- 14.2. The Company is not entitled to assign or subcontract it's rights or obligations under this Agreement to any third party. For the avoidance of doubt this shall not include hiring vehicles by the Company from a third party to perform its obligations under this Agreement provided that such hiring of vehicles by the Company shall not have any impact on the obligations of the Company as stipulated in this Agreement and the Company shall meet all service levels as required herein.
- 14.3. Any assignment made by the Company contrary to this clause shall not be valid or binding on SriLankan Airlines.

15. FORCE MAJEURE

- 15.1. In the event that either Party shall (wholly or partly) is unable to carry out its obligations

under this Agreement by reasons or causes beyond its reasonable control including by way of illustration acts of God or public enemy, civil war, insurrection, riots, fire, floods, explosions, earthquakes, war, epidemics, pandemics, quarantine restrictions, any act of governmental order which it could not be reasonably be expected foresee or avoid (excluding, however, strikes, lockouts or other labour disputes) 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. Upon the occurrence or imminent occurrence of any such event, the affected Party shall give the other Party immediate notice of such event thereof and where such notice is given verbally it shall be followed immediately in writing. The affected Party shall however as far as possible remedy such cause(s) with all reasonable dispatch and 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. For the avoidance of doubt, it is hereby stated that in the event the Company is unable/not required to provide the Transport Services pursuant to this Agreement in a situation enumerated above, the payment to be made pursuant to Clause 5 hereof shall be proportionately reduced taking into account the actual performance made by the Company during the relevant period..

- 15.2. In the event the Company is unable to perform its obligations for continues period of 4 weeks due to any force majeure event, SriLankan Airlines may terminate this Agreement by giving 14 days' prior written notice to the Company.

16. NO PARTNERSHIP AND INDEPENDENT CONTRACTOR

- 16.1. Nothing contained in this Agreement and no activity by either Party in the performance of its obligations hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of Company's officers, directors, employees an agency or representative, relationship or a partnership, joint venture or association, employee 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.
- 16.2. The Parties agree that throughout the Term of this Agreement, the Company's employees shall remain employees of the Company. SriLankan Airlines shall not be bound to recruit any of the personnel employed by the Company to provide Transport Services under this Agreement in whatsoever circumstances or shall be bound to absorb the said personnel to SriLankan Airlines.

17. REPRESENTATION AND WARRANTIES

- 17.1. Each Party represents and 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 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
- (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.

17.2. The Company represents and warrants that the Company has a license to provide Transport Services as set forth under this Agreement and has obtained insurance coverage as required under law and Clause 10 of the Agreement.

18. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

18.2. Notwithstanding Clause 18.1 of this Agreement, any dispute, controversy, or claim relating to this Agreement or the breach, termination or in-validity thereof, shall be first settled amicably. All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

19. NOTICE

19.1. Except otherwise as specified in the Agreement, all notices, requests, demands or other communication 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 facsimile or email transmission in the case of SriLankan Airlines and the Company to the designated officer and address set out in **Annex 5** and to the address or address as either Party shall specify from time to time by written notice to the other. A Party to must notify the other Party of any changes to the address or any of the other details specified under Schedule C provided, however, that such notification shall only be effective on the date specified in such notice or five (5) working days after the notice is given, whichever is later.

20. GENERAL

20.1. The rights and remedies of SriLankan against the Company for the breach of any conditions and for any obligations by the Company shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.

20.2. Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

- 20.3. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, illegal or unenforceable 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.
- 20.4. 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 Company 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 Company and will not be construed as a continuing waiver of the same or any other breach or default under the Agreement.
- 20.5. 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.
- 20.6. Time is of essence in the performance each and every obligations of the Company.
- 20.7. The Company 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 Company 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.
- 20.8. This Agreement together with the Annexes 1, 2, 3, 4, 5, 6 and 7 contains the entire agreement and understanding of 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, amended, modified or varied otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Company.
- 20.9. The Company 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 Company 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 Company 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 Company shall be liable for failure of any of its officers, directors, employees, agents and representatives to comply with this Clause 19.9 of this Agreement.
- 20.10. 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, 9, 10, 11, 12, 13, 13, 15, 16, 17, 18 and 19);
- (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.

20.11. **Intellectual Property Rights:**

- (a) SriLankan Airlines does not grant the Company 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 Company 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 Company 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 Company 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.

21. DEFINITIONS

21.1. In this Agreement, including the recitals and Annexes, except where the context so requires:

- (a) **"Route"** shall mean any route commencing and ending at the locations set out in **Annex 1**;
- (b) **"Basic Fuel Price"** shall mean as stipulated in **Annex 6** or other revised amount as set out in any amendment thereto.
- (c) **"Party"** means individually either SriLankan Airlines Limited or the Company and shall be collectively referred to as **"Parties"**.

21.2. 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 caused their authorized signatories to set their hands hereunto and to one other of the same tenor on the date first written above.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

FOR AND ON BEHALF OF
.....

.....

.....

Name :
Designation:

Name :
Designation :

Witness :

Witness :

.....
Name :
Designation :

.....
Name :
Designation:

Annex 1

TRANSPORT SERVICES, ROUTES TIMING SCHEDULE

1. The Company shall perform the Transport Services for the following Routes in accordance to the Timing Schedule as detailed below:
2. The Company shall ensure that the vehicles deployed for the performance of the day shifts and night shifts shall arrive at BIA in accordance to the following arrival times:
3. **Frequency of Operation of the Transport Services & Arrival /Departure instructions**
- 3.1 The above timings shall be subject to change based on operational requirements.

Annex 2
SPECIFICATION OF THE VEHICLES
Type / age / year of manufacture / seating capacity

Route	Type of Vehicle (Make/Model)	Age/ YOM	Seating Capacity Required (excl jump seats)	Seating Capacity Provided (excl jump seats)

Notes YOM – Year of Manufacture

All non-air conditioned vehicles provided pursuant to this Agreement shall not be more than seven (07) years old from the year of manufacture at any time during the term of this Agreement. The Company shall ensure that vehicle specifications (i.e. leg space, seat pitch, seat width and length) are as per the recommendations of the RMV and other relevant authorities.

ANNEX 3

RECORDS

1. The Company shall maintain all records during the Term of this Agreement as stipulated below. The reference to "Records" means hereunder the Transport Log sheets, Delay Reports, Nil Reports and or any other record required to be kept, updated, maintained and submitted to SriLankan Airlines as informed by SriLankan Airlines to the Company from time to time:

2. Log Sheets:

- a) Log sheets of the trips for each Route shall be maintained by the Company in accordance with the form set forth in Format "A" below and shall be submitted by the Company to SriLankan Airlines in both Sinhala and English language.
- b) The Company shall ensure to include the following information in the Log Sheets submitted by the Company for each trip performed under each Route:
 - (i) Each trip must be duly confirmed by the last disembarking Employee who travelled in the vehicle.
 - (ii) Log sheets must be forwarded to SriLankan Airlines, on a daily basis and a fortnightly summary of every trip carried out under each Route on a twenty-four (24) hour basis shall be sent to SriLankan Airlines at the end of every fortnight.
 - (iii) Every Log sheets submitted to SriLankan Airlines must be duly certified by an authorized officer of the Company.

3. Delay Reports:

- a) Delay reports (as applicable) for any delay occurred under any Transport Service performed by the Company shall be maintained by the Company in accordance with form set forth in Format "B" below and shall be submitted by the Company to SriLankan Airlines in both Sinhala and English language.
- b) The Company shall record the following information in the Delay reports for any delay occurred under any Transport Service performed by the Company:
 - (i) A Delay report should include all delays, times and reasons for such delays of trips occurred under each Route.

- (ii) A Delay report shall be duly certified by an authorized officer of the Company and shall be forwarded to SriLankan Airlines at the end of every fortnight along with the Log sheet.

4. Nil Reports:

- a) A Nil report shall be certified by an authorized officer of the company and submitted every fortnight, irrespective of any delay has not occurred during such fortnightly period.

Format "A"
Log Sheet

<u>Transport Log Sheet</u>	
Route	.....
Date	.....
Vehicle Number	.....
Scheduled Departure	.....
Actual Departure	.....
Scheduled Arrival	.....
Actual Arrival	.....
Conductor's Name/Signature /.....
<u>Reason for delay (If applicable)</u>	
}	
Signature of UL Staff	Staff No
.....

Format "B"
Delay Report

		<u>Transport Delay Report</u>
Route		.....
Date		.....
Scheduled Departure		.....
Actual Departure		.....
Scheduled Arrival		.....
Actual Arrival		.....
Vehicle Number		.....
Conductor's Name/Signature	 /
Signature of UL Staff	Staff No	
.....	

Annex 4
VEHICLE NAME BOARDS

1. The Company shall ensure that the name boards displayed on the vehicles used to perform the Transport Services pursuant to this Agreement shall display the following words clearly along with the SriLankan Airlines logo:

*'Shift / Office Staff Transport
SriLankan Airlines Limited'*

AND

a three (03) letter code for each Route (as applicable) as given below:

ROUTE	CODE

Clause 2.2 (m)

The Company should ensure that the name boards are displayed on the front and the rear window of the vehicles, only during the period that the employees of SriLankan Airlines are transported.

ANNEX 5

NOTICES

1. All notices to be sent by the Company to SriLankan Airlines as set forth under Clause 18.1 of the Agreement shall be as follows: :

(i) Ad hoc change of vehicles used in the performance of the Transport Services

Logistics Manager
Logistics & Properties Department
SriLankan Airlines Limited
Airline Centre,
Bandaranaike International Airport
Katunayake
Tel. No.:
Fax No.:
Email:

(ii) Permanent change of vehicle for the performance of the Transport Services

Logistics Manager
Logistics & Properties Department
SriLankan Airlines Limited
Airline Centre
Bandaranaike International Airport,
Katunayake
Tel. No.:
Fax No.:
Email:

(iii) Invoices for Payments

Payments Manager
SriLankan Airlines Limited
Airline Centre
Bandaranaike International Airport
Katunayake
Tel. No.:
Fax No.:
Email:

(iv) All other Matters

Commercial Procurement Manager (General)
Commercial Procurement Department
SriLankan Airlines Limited
Airline Centre
Bandaranaike International Airport
Katunayake
Tel. No.:
Fax No.:
Email:

2. All notices to be sent by SriLankan Airlines to the Company as set forth under Clause 18.1 of the Agreement shall be as follows:

Address:
Tel. No.:
Fax No.:
Email:

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 and email transmission, 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.

Annex 6

RATES AND PAYMENT

The rates set out in this Annex comprise the following components:

(1) Fuel component

(2) Other cost component (Labour cost and Vehicle maintenance)

The fuel component of the rates set out above is based upon the Basic Price of Fuel which is quoted by Ceylon Petroleum Corporation as at being SriLankan Rupees for one litre of Diesel.

• Clause 8.1

The value of the Bank Guarantee shall be

The date by which the Bank Guarantee should be submitted to SriLankan Airlines:

on or before

• Clause 5.7

The Account Number and the name of the Bank of the Company are as follows:

A/C No :

Bank :

Section B - Details of Directors, Shareholders and related parties

1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. If the Shareholders are incorporated entities, please state the shareholders of such entities	
4. If the Shareholders are equity funds, please state the owners of such funds	
5. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
6. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
7. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

***Please note that the copies of passports and proof of residence of the above mentioned Shareholders / Directors / Owners of funds shall be submitted by the vendor upon the request of SriLankan Airlines.**

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

Details of vendor’s authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C -Business verification : Duly signed and stamped copy of above document to be supported by the following documents	
✓ Tick the appropriate boxes	
<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	<input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
<input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors	<input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
<input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration	<input type="checkbox"/> Audited financial statements of the vendor Company for the last three years
	<input type="checkbox"/> Others (specify)