

**INVITATION FOR SUBMISSION OF BIDS FOR PROVISION OF
MANPOWER TO SRILANKAN AIRLINES**

IFB No: 202434011

**STANDING HIGH LEVEL PROCUREMENT COMMITTEE,
MINISTRY OF FINANCE, PLANNING & ECONOMIC DEVELOPMENT**

ON BEHALF OF

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

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Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

- 1.1. SriLankan Airlines issues these Bidding Documents for Selection of a Provision of Manpower to SriLankan Airlines incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS.**
- 1.2. A virtual Pre-bid meeting will be organized via Ms Teams on the date and time specified in the BDS. Bidder / one (01) duly authorized representative of the bidder shall present for the Pre-Bid meeting. If an authorized representative wishes to attend for the meeting, such person shall submit their details including their email addresses to given E-mail addresses in BDS well in advance.
- 1.3. Any bidder may quote for a single category/selected category or for the whole contract.
- 1.4. Contract may award to multiple bidders (category wise) based on the operational and cost implication to the SriLankan Airlines.
- 1.5. Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form by e-mail, fax post or hand delivered with proof of receipt.
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. Ethics, Fraud and Corruption

- 2.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Commission:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

2.2. SriLankan Airlines requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of SriLankan Airlines to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

3. Eligible Bidders

3.1 All bidders shall possess legal rights to supply the services under this contract.

3.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

3.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka, at the date of submission of bids or at the date of contract award, shall be disqualified.

4. Registration of Contract

- 4.1. Any person who acts as an agent or sub agent, representative or nominee for on behalf of any bidder shall register himself before submission of bid with Registrar of Public Contract Sri Lanka, as required by the Public Contract Act No. 03 of 1987. The original certificate of registration shall be submitted with the bid. The bids of those bidders who fail to submit such original certificate shall be rejected.

5. Eligible Goods / Services

- 5.1 All the Goods / Services rendered under this contract shall be complied with applicable standards stipulated by SriLankan Airlines stipulated in Section V, Schedule of Requirements.

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1. The Bidding Documents consists of all the sections indicated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

- Invitation for Bids
- Section I – Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Schedule of Requirements
- Section VI - Draft Contract
- Section VII - Performance Security

6.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1. A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SriLankan Airlines in writing at the SriLankan Airlines' e-mail address **specified in the BDS**. SriLankan Airlines will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

8.1. At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.

8.2. Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.

8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.1

Preparation of Bids

9. Cost of Bidding

- 9.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and SriLankan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1. 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.

11. Documents Comprising the Bid

- 11.1. The Bid shall comprise the following (Mandatory):
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12,13 and 14;**
 - (b) Bid Security, in accordance with ITB Clause 20;
 - (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that Goods / Services conform to the Bidding Documents;
 - (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) Non-collusion Affidavit
 - (f) Any other document required in the BDS.

12. Bid Submission Form and Price Schedules

- 12.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. 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. All pages shall be duly signed and stamped by the Bidder.

13. Alternative Bids

- 13.1. Alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1. The Bidder shall indicate on the Price Schedule the unit prices of the goods/services it proposes to supply under the Contract.
- 14.2. Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a Category the bidder may do so by indicating such amounts appropriately.
- 14.3. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (Categories) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each Category and to 100% of the quantities specified for each item of a Category. Bidders wishing to offer any price reduction (discount) for the award more than one Contract shall specify the applicable price reduction separately.
- 14.4. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (i) However, VAT shall not be included in the price but shall be indicated separately;
 - (ii) the price for inland transportation, insurance and other related services to deliver the goods / service to their final destination;
 - (iii) the price of other incidental services
- 14.5. The Prices quoted by the bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6. All Categories, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

- 15.1. The vendors shall quote in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

- 16.1. To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods / Services

- 17.1. To establish the conformity of the Goods / Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods / Services

confirm to the technical specifications and standards specified in Section V, Schedule of Requirements.

- 17.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of samples, a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods / Services, demonstrating substantial responsiveness of the Goods / Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18. Documents Establishing the Qualifications of the Bidder

- 18.1. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SriLankan Airlines' satisfaction:

- (a) The Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

- 19.1. Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by SriLankan Airlines as non-responsive.
- 19.2. In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1. The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.
- 20.2. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) be in the form of a bank guarantee.
- (b) be issued by a commercial bank approved by the Central Bank of Sri Lanka.
- (c) be substantially in accordance with the form include in Section IV, Bidding Forms;
- (d) be payable promptly upon written demand by SriLankan Airlines in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS.

20.3. Any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1 and 20.2, shall be rejected by SriLankan Airlines as non-responsive.

20.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB clause 42.

20.5. The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

(b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41;

(ii) furnish a Performance Security in accordance with ITB Clause 42.

21. Format and Signing of Bid

21.1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and send as E-mail to the given E-mail address as described in ITB Clause 22.

21.2. The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Written Power of Attorney accompanying the Bid shall indicate such authorization.

21.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1. Bidders may always submit their bids by E-mail to address specified in BDS. Each email shall not exceed 15MB.
- (a) The E-mail shall bear the specific identification of this bidding process as indicated in the BDS (Refer ITB 22.2 (c)). Upon successful submission of the E-mail, an automatic acknowledgement E-mail will be received. Bidder shall confirm that the bid has been submitted.

23. Deadline for Submission of Bids

- 23.1. **E-Bids** must be received and acknowledged by SriLankan Airlines at the E-mail address and no later than the date and time **specified in the BDS**.
- 23.2. SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1. SriLankan Airlines shall not consider any bid that arrives after the deadline for the submission of bids, in accordance with ITB Clause 23. Any Bid received by SriLankan Airlines after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

- 25.1. A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice, All notices must be;
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective E-mails shall be clearly marked “WITHDRAWAL”, or “MODIFICATION”, and
- 25.2. received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.

- 25.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

- 26.1. SriLankan Airlines shall conduct the bid opening in the presence of the Bidder/s who confirmed that bid has been submitted. Bid opening will conduct via Ms Teams at the address, date and time **specified in the BDS**.
- 26.2. First, E-mails marked “WITHDRAWAL” shall be opened and read out and the E-mails with the corresponding bid may be opened at the discretion of SriLankan Airlines. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening, E-mail marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only E-mails that are opened and read out at Bid opening shall be considered further.
- 26.3. All other E-mails shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as SriLankan Airlines may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1.
- 26.4. SriLankan Airlines shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid price, per Category if applicable, including any discounts, and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet/confirm participation by E-mail.

Evaluation and Comparison of Bids

27. Confidentiality

- 27.1. Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2. Any effort by a Bidder to influence SriLankan Airlines in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3. Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact SriLankan Airlines on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

- 28.1. To assist in the examination, evaluation, comparison and post-qualification of the bids, SriLankan Airlines may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to request by SriLankan Airlines shall not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SriLankan Airlines in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1. SriLankan Airlines' determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods / Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, SriLankan Airlines' rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 29.3. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SriLankan Airlines and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission

30. Non-conformities, Errors, and Omissions

- 30.1. Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2. Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or 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 to comply with the request may result in the rejection of its Bid.
- 30.3. Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:
- (a) If there is a 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 price shall be corrected;
 - (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
 - (c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

31. Preliminary Examination of Bids

- 31.1. SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2. SriLankan Airlines shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security in accordance with ITB Clause 20.
- (d) Non-collusion Affidavit

32. Examination of terms and Conditions; Technical Evaluation

- 32.1. SriLankan Airlines shall examine the Bid submitted to confirm that all terms and conditions specified in Section III Evaluation and Qualification Criteria have been accepted by the Bidder without any material deviation or reservation.
- 32.2. SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3. If, after the examination of the terms and conditions and the technical evaluation, SriLankan Airlines determines that the Bid is not substantially responsive in accordance with ITB Clause 29, SriLankan Airlines shall reject the Bid.

33. Conversion to Single Currency (if applicable)

- 33.1. For evaluation and comparison proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates at the closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Evaluation of Bids

- 34.1. SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. Categories will be evaluated separately
- 34.2. To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 34.
- 34.3. To evaluate a Bid, SriLankan Airlines shall consider the following:
 - (a) the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

34.4. SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 34.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods / Services.

34.5. If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more categories, and shall allow SriLankan Airlines to award one or multiple categories to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated Category combinations, is specified in Section III, Evaluation and Qualification Criteria.

35. Comparison of Bids

35.1. SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36. Post qualification of the Bidder

36.1. SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

36.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

36.3. An affirmative determination shall be prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SriLankan Airlines shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. SriLankan Airlines' Right to accept Any Bid, and to Reject Any or All Bids

37.1. SriLankan Airlines reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

38. Award Criteria

- 38.1. SriLankan Airlines shall award the Contract to the Bidders whose offers have been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. SriLankan Airlines reserves the right to accept the whole or part of the bid. Contract shall award to multiple bidders based on categories and cost implication to the SriLankan Airlines. **However, Category B and G shall be awarded to 2 different bidders.**

39. SriLankan Airlines' Right to Vary Quantities at Time of Award

- 39.1. At the time the Contract is awarded, SriLankan Airlines reserves the right to increase or decrease the quantity of Goods / Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40. Notification of Award

- 40.1. Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 40.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 42, SriLankan Airlines will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

41. Signing of Contract

- 41.1. After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.
- 41.2. Upon receipt of such information, the successful Bidder shall sign the Agreement.

42. Performance Security

- 42.1. Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, shall furnish the Performance Security of 5% of the annual value of the contract, using the Performance Security Form included in Section VII, in the form of a Bank Guarantee issued by a commercial bank approved by the Central Bank of Sri Lanka. The performance security shall be an unconditional, irrevocable, on demand

bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter. SriLankan Airlines shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4

- 42.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In 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.

43. Corrections to BID Documents

- 43.1. Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialed. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.

Section II. Bidding Data Sheet (BDS)

The following specific data for the service to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the Contract are – Selection of a Provision of Manpower to SriLankan Airlines – Reference No 202434011
ITB 1.2	Pre-bid meeting will be conducted on 28th Oct at 10:00 hrs Attendance shall confirm to: Email: maheshini.kulathilaka@srilankan.com or d.gunarathna@srilankan.com
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only: <u>SriLankan Airlines contact details.</u> Mailing address: Senior Commercial Procurement Executive SriLankan Airlines Limited, Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka. Phone : 0197332476 Fax : 0197335225 E-mail : maheshini.kulathilaka@srilankan.com / d.gunarathna@srilankan.com

	C. Preparation of Bids										
ITB 11.1 (e)	The Bidder shall submit the following documents along with the Bid. <u>Mandatory documents-</u> • Bid Submission Form (Original)- Section IV • Duly filled Technical and Operational Compliance Form (Original)- Section IV • Price Schedule Form (Original)- Section IV • Bid Security (Original)- Section IV • Non-collusion Affidavit - Section IV <u>Other documents -</u> • Certificate of incorporation / business registration certificate • Formal written documents (award letter or similar) issued by clients including the number of staff and contract duration in order to prove required minimum eligibility of experience and cadre handling. • Most recent 03 EPF/ETF submission forms (R1 form or similar authorized document) to prove required minimum cadre. • Clientele with the number and category of staff deployed under each client and service contract duration using Form included in Annexure E • Vendor Information Form • Audited Financial Statements for the last two (02) consecutive financial years.										
ITB 19.1	The bid shall be valid till 08th April 2026										
ITB 20.1	(a) Bid shall include a Bid Security (issued by a commercial bank approved by the Central Bank of Sri Lanka) included in section IV Bidding Forms.										
ITB 20.2	The amount of the applicable Bid Security under which categories the bid is offered shall be made by the bidder. (i.e if the offer is made for 2 categories, applicable amounts for the 2 categories shall be made) Applicable Bid Security values are: <table border="1"> <thead> <tr> <th>Category</th><th>Bid Security (LKR) Million</th></tr> </thead> <tbody> <tr> <td>Category A</td><td>1,134,000</td></tr> <tr> <td>Category B</td><td>4,351,000</td></tr> <tr> <td>Category C</td><td>304,000</td></tr> <tr> <td>Category D</td><td>3,646,000</td></tr> </tbody> </table>	Category	Bid Security (LKR) Million	Category A	1,134,000	Category B	4,351,000	Category C	304,000	Category D	3,646,000
Category	Bid Security (LKR) Million										
Category A	1,134,000										
Category B	4,351,000										
Category C	304,000										
Category D	3,646,000										

	<table> <tr> <td>Category E</td><td>907,000</td></tr> <tr> <td>Category F</td><td>1,081,000</td></tr> <tr> <td>Category G</td><td>7,034,000</td></tr> <tr> <td>Category H</td><td>2,667,000</td></tr> <tr> <td>Category I</td><td>2,858,000</td></tr> </table> The validity period of the bid security shall be till 08th May 2026 for or beyond any period of extension.	Category E	907,000	Category F	1,081,000	Category G	7,034,000	Category H	2,667,000	Category I	2,858,000
Category E	907,000										
Category F	1,081,000										
Category G	7,034,000										
Category H	2,667,000										
Category I	2,858,000										
	D. Submission and Opening of Bids										
ITB 22.1	The E-mail address for submission of Bids is: genproctenders@srilankan.com										
ITB 22.2 (c)	Email shall bear the following identification. marks: Selection of a Provision of Manpower to SriLankan Airlines IFB No: 202434011										
ITB 23.1	The deadline for the submission of bids is: Date: 12th November 2025 Time: 14:00 hrs										

ITB 26.1	The bid opening shall take via Ms Teams at: Address: Airline Centre, Bandaranaike International Airport, Katunayake Date: 12th November 2025 Time: 14:00 hrs
	E. Evaluation and Comparison of Bids
ITB 34.4	The following factors and methodology will be used for evaluation: <u>Preliminary Evaluation Criteria</u> <u>Detailed Evaluation Criteria</u>

Section III. Evaluation and Qualification Criteria

- A registered business in Sri Lanka.
- Possess minimum 3 recent consecutive years of experience in providing manpower to established organizations (Corporate sector / Government institution)
- Bidders shall possess an average annual turnover during the last two (02) consecutive years, as specified in the table below. In the event a bidder intends to submit bids for more than one category, the bidder shall possess a total minimum average annual turnover equal to the cumulative minimum turnover requirements of all such categories.

Category	Minimum Average Annual Turnover Required (LKR)
Category A	68,036,000
Category B	261,004,000
Category C	18,233,000
Category D	218,732,000
Category E	54,405,000
Category F	64,855,000
Category G	421,984,000
Category H	159,994,000
Category I	171,422,000

- For **Category G**, the service provider must have handled at least **50%** of the required number of staff. Experience will not be considered for **Category D**. For all other categories, the service provider must have handled at least **75%** of the total number of staff required. Supporting documentary evidence (such as past contracts, formal contract award letters) must be submitted to establish eligibility under the evaluation and qualification criteria.
- Total contract cost for 3 years. Category B and G shall be awarded to 2 different bidders.

Section IV. Bidding Forms

Table of Forms

- Bid Submission Form
- Price Schedule Form
- Bid Security (Bid Guarantee)
- Technical Specifications Compliance form
- Client Information Form
- Vendor Information Form
- Non-collusion Affidavit

Annexure A- Bid Submission Form

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

Date: [Insert date (as day, month and year) of Bid Submission]

No: [insert number of bidding process]

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods / Services.
- (c) The unit price/total price of our Bid without VAT, including any discounts offered is: LKR *[insert the **category-wise bid price separately** in words and figures]*;

- (d) The unit price/total price of our Bid including VAT, and any discounts offered is: LKR *[insert the **category-wise bid price separately** in words and figures]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the Government of Sri Lanka;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of bidder]*

Dated on _____ day of _____ , _____ *[insert the date of signing]*

Annexure B – Price Schedule Forms

Price Schedule Form – Category A

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category A							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 3$	
A.1	Data Entry Operator / Project Assistant / Agents							
	Shift Basis							
	Day	6	30					
	Night	6	30					
A.2	Project Officer							
	Shift Basis							
	Day	2	30					
	Night	2	30					
A.3	Project Coordinator							
	Shift Basis							
	Day	4	30					
	Night	4	30					

Monthly Basis

	Category A							
	Sub Categories	Numbers of staff required	Monthly charge per person (LKR)	No. of persons to be deployed	Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	C = A x B	D = C x 12	E = D x 3	
A.1	Data Entry Operator / Project Assistant / Agents							
	Office Basis	12						
A.2	Project Officer							
	Office Basis	35						
A.3	Project Coordinator							
	Office Basis	5						
A.4	Procurement Progress Coordinating Assistant- General & Inflight							
	Office Basis	1						
A.4	Procurement Progress Coordinating Assistant- GSE							
	Office Basis	1						

Total Cost for Category A

Description	Shift Basis Amount	Monthly Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)			
Total Cost for 3 Years (in Words)			

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

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

Date: *[insert date]*

Price Schedule – Category B

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category B							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
B.1	Multi Task Serviceman (Wheelchair Handlers)							
	Shift Basis							
	Day	80	30					
	Night	80	30					
B.6	Tire Helper							
	Shift Basis							
	Day							
	Night	2	30					

Monthly Basis

	Category	B						
	Sub Categories	Numbers of staff required	Monthly charge per person (LKR)	No. of persons to be deployed	Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
B.2	Preventive Maintenance Helper							
	Office Basis	3						
B.3	Trolley Repair Helper							
	Office Basis	2						
B.4	Customer Service Helper							
	Office Basis	4						
B.5	Paint Helper							
	Office Basis	2						
B.7	Electrical Helper							
	Office Basis	2						
B.8	Engine repair Shop helper							
	Office Basis	1						
B.9	Transport Vehicle Repair Helper							
	Office Basis	1						
B.10	Engineering Service & Hydraulic Helper							
	Office Basis	1						

Total Cost for Category B

Description	Shift Basis Amount	Monthly Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)			
Total Cost for 3 Years (in Words)			

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

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

Date: *[insert date]*

Price Schedule – Category C

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category C							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
C.1	Driver (Transport)							
	Shift Basis							
	Day	4	30					
	Night	4	30					
C.2	Driver (Cargo)							
	Shift Basis							
	Day	2	30					
	Night	2	30					

Total Cost for Category C

Description	Shift Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)		
Total Cost for 3 Years (in Words)		

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

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

Date: *[insert date]*

Price Schedule – Category D

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Category D						
Salary Range	Salary	Number of Staff	Estimated Monthly Handling Fee (LKR)	Total Annual Handling Fee (LKR)	Total Handling Fee for 3 years (LKR)	Applicable taxes
	A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
Below 100,000LKR		31				
100,000LKR - 500,000LKR		16				
More than - 500,000LKR		6				

Total Cost for Category D

Description	Total Amount
Total Cost for 3 Years (in Figures)	
Total Cost for 3 Years (in Words)	

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

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

Date: *[insert date]*

Price Schedule – Category E

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category E							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
E.1	Electrical Technician							
	Shift Basis							
	Day	2 (Type-2)	18					
	Night	1	15					
E.2	Electrical Assistant							
	Shift Basis							
	Day	1 (Type-3)	22					
E.3	Electrical Helper							
	Shift Basis							
	Day	1 (Type-3)	22					

E.4	Air Conditioning Technician							
	Shift Basis							
	Day	3 (Type -2)	18					
E.5	Air Conditioning Assistant							
	Shift Basis							
	Day	1 (Type-3)	22					
E.6	Air Conditioning Helper							
	Shift Basis							
	Day	1 (Type-3)	22					
E.7	Welders							
	Shift Basis							
	Day	1 (Type -3)	22					
E.9	Welding Assistant							
	Shift Basis							
	Day	1 (Type-3)	22					
E.11	Welding Helper							
	Shift Basis							
	Day	1 (Type-3)	22					
E.12	Technical Assistant (Masonry)							
	Shift Basis							
	Day	1 (Type-3)	22					
E.13	Masonry Assistant							
	Shift Basis							
	Day	1 (Type -3)	22					
E.14	Masonry Helper							
	Shift Basis							
	Day	2 (Type -3)	22					
E.15	Technical Assistant (Plumbing)							
	Shift Basis							

	Day	2 (Type- 1)	26					
E.16	Plumbing Assistant							
	Shift Basis							
	Day	2 (Type- 2)	18					
	Night	2	15					
E.17	Plumbing Helper							
	Shift Basis							
	Day	1 (Type-3)	22					
E.18	Technical Assistant (Painting)							
	Shift Basis							
	Day	1 (Type -3)	22					
E.19	Painting Assistant							
	Shift Basis							
	Day	2 (Type- 3)	22					
E.20	Technical Officer (Carpentry)							
	Shift Basis							
	Day	1 (Type- 2)	18					
E.21	Technical Assistant (Carpentry)							
	Shift Basis							
	Day	2 (Type-3)	22					
	Night	-						
E.22	Carpentry Assistant							
	Shift Basis							
	Day	1 (Type-3)	22					
E.23	Mechanical Assistant (Fire)							
	Shift Basis							
	Day	1 (Type-2)	18					
	Night	-						
E.24	Mechanical Helper (Fire)							

	Shift Basis							
	Day	1 (Type - 2)	18					
E.26	Heavy Duty Laborer							
	Shift Basis							
	Day	2 (Type- 3)	22					
	Night	-						

Monthly Basis

	Category	E						
	Sub Categories	Numbers of staff required	Monthly charge per person (LKR)	No. of persons to be deployed	Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
E.8	Welder (Ramp)							
	Office Basis	2						
E.10	Welding Assistant (Inflight Galley Equipment Repair Workshop)							
	Office Basis	1						
E.25	AutoCAD Drafting Technician							
	Office Basis	1						

Information about shift types:

Day Shift Only

Shift Type	Shift Time	Number of Days per Month
Type 1	08:00 hrs – 16:30 hrs	26 days
Type 2	08:00 hrs – 20:00 hrs	18 days
Type 3	08:00 hrs – 16:30 hrs	22 days

Night Shift Only

Shift	Shift Time
Night Shift	20:00 hrs – 08:00 hrs

Office Shift only

Shift	Shift Time
Office Shift	08:00 hrs – 16:30 hrs

Total Cost for Category E

Description	Shift Basis Amount	Monthly Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)			
Total Cost for 3 Years (in Words)			

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

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

Date: *[insert date]*

Price Schedule – Category F

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category	F						
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
F.1	Multi Task Serviceman - Airport Service Delivery - Passenger Services							
	Shift Basis							
	Day	10	30					
	Night	10	30					
F.2	Multi Task Serviceman - Engineering							
	Shift Basis							
	Day	10	30					
	Night	-						

Monthly Basis

	Category F							
	Sub Categories	Numbers of staff required	Monthly charge per person (LKR)	No. of persons to be deployed	Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
F.1	Multi Task Serviceman - Airport Service Delivery - Passenger Services							
	Office Basis	4						
F.3	Multi Task Serviceman - Other Departments							
	Office Basis	7						

Total Cost for Category F

Description	Shift Basis Amount	Monthly Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)			
Total Cost for 3 Years (in Words)			

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

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

Date: *[insert date]*

Price Schedule – Category G

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category	G						
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
G.1	Multi Task Serviceman - Airport Service Support for Ramp Services							
	Shift Basis							
	Day	140	30					
	Night	140	30					

Monthly Basis

	Category	G						
	Sub Categories	Numbers of staff required per shift	Monthly charge per person (LKR)	No. of persons to be deployed	Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
G.1	Multi Task Serviceman - Airport Service Support for Ramp Services							
	Office Basis	11						

Total Cost for Category G

Description	Shift Basis Amount	Monthly Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)			
Total Cost for 3 Years (in Words)			

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

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

Date: *[insert date]*

Price Schedule – Category H

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category H							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
H.1	Multi Task Serviceman - Airport Service Support for AIS							
	Shift Basis							
	Day	56	30					
	Night	56	30					

Total Cost for Category H

Description	Shift Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)		
Total Cost for 3 Years (in Words)		

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

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

Date: *[insert date]*

Price Schedule – Category I

Provision of Manpower to SriLankan Airlines

Name of the Bidder :

Shift Basis

	Category I							
	Sub Categories	Numbers of staff required per shift	Number of shifts per month	No. of persons to be deployed	Estimated Monthly cost (LKR)	Total Annual cost (LKR)	Total cost for 3 years (LKR)	Applicable taxes
			A	B	$C = A \times B$	$D = C \times 12$	$E = D \times 2$	
I.1	Multi Task Serviceman - Cargo							
	Shift Basis							
	Day	48	30					
	Night	72	30					

Total Cost for Category I

Description	Shift Basis Amount	Total Amount
Total Cost for 3 Years (in Figures)		
Total Cost for 3 Years (in Words)		

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

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

Date: *[insert date]*

Notes:

Credit term – 45 days.

If quoting for a main category, all subcategories under that category must also be quoted. Otherwise, the offer for that particular category will be rejected.

Annexure C - Bid Security Guarantee

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

----- [Insert issuing agency's name and address of issuing branch or office]

Beneficiary: ----- [Insert (by PE) name and address of Employer/ Purchaser]

Date: ----- [Insert (by issuing agency) date]

BID GUARANTEE No.: ----- [Insert (issuing agency) number]

We have been informed that ----- [Insert (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 (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No. ----- [Insert IFB number] ("the IFB").

Furthermore, we understand that, according to our conditions, Bids 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 (herein after "the ITB") of the IFB; or

(c)

having been notified of the acceptance of its Bid by the Employer/Purchaser 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) authorized representative(s)]

Annexure D -Technical and Operational Compliance Form Compliance Form

Name of the Bidder :

.....

Requirement	Bidder's response	Remarks
Bid Submission Form (Original)	Attached or Not	
Price Schedule Form (Original)	Attached or Not	
Bid Security Form (Original)	Attached or Not	
Non-collusion Affidavit	Attached or Not	
Possess minimum 3 recent consecutive years of experience in providing manpower to established organizations (Corporate sector / Government institution) Please provide below documentary evidence • Certificate of incorporation / business registration certificate • Clientele with the number and category of staff deployed under each client and service contract duration using Form included in Annexure E	Attached or Not	
Bidders shall possess an average annual turnover during the last two (02) consecutive years, as specified in schedule III. In the event a bidder intends to submit bids for more than one category, the bidder shall possess a total minimum average annual turnover equal to the cumulative minimum turnover requirements of all such categories. • Audited Financial Statements for the last two (02) consecutive financial years.	Attached or Not	

For Category G, the service provider must have handled at least 50% of the required number of staff. Experience will not be considered for Category D. For all other categories, the service provider must have handled at least 75% of the total number of staff required. Supporting documentary evidence (such as past contracts, formal contract award letters) must be submitted to establish eligibility under the evaluation and qualification criteria. Please provide below documentary evidence • Copies of signed contracts / Formal written documents (award letter or similar) issued by clients in order to prove required minimum eligibility of experience and cadre. • Most recent 03 EPF/ETF submission forms (R1 form or similar authorized document) to prove required minimum cadre.	Attached or Not	
Vendor Information Form	Attached or Not	

Signature: *[signature of person signing the Bid]*

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

Date: *[insert date]*

Annexure E - Client Information Form

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Number of staff deployed	Category of staff deployed	Contract period

Note: Please mention the users of the **same service proposed** to SriLankan Airlines.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Annexure F -Vendor Information Form

(To be filled by the vendor)

Section A – Basic information of the vendor	
1. Registered Name of the Vendor:	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business:	5. Company type:
6. Telephone & Fax numbers: Tel: Fax:	7. E-mail address:
8. Registered address:	
9. Other contact details (if any):	
10. Registered Name and address of local agent (if any)	
Section B – Details of Directors, Shareholders and related parties	
1. Name(s) of Directors	

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

Annexure G -Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on this day of ... at ...

BEFORE ME,

1)For Local bidders – Affidavit to be signed on an LKR 50 stamp as per the statutory regulations of Sri Lanka.

Section V. Schedule of Requirements

❖ Period of the contract - 3 years

Requirement

Category A					
	Sub Categories	Number of staff		Office Basis	Total
		Day Shift	Night Shift		
A.1	Data Entry Operator / Project Assistant / Agents	6	6	12	24
A.2	Project Officer	2	2	35	39
A.3	Project Coordinator	4	4	5	13
A.4	Procurement Progress Coordinating Assistant- General			1	1
A.5	Procurement Progress Coordinating Assistant- GSE			1	1
	Subtotal	12	12	54	78

Category B					
	Sub Categories	Number of staff		Office Basis	Total
		Day Shift	Night Shift		
B.1	Multi Task Serviceman (Wheelchair Handlers)	80	80	-	160
B.2	Preventive Maintenance Helper			3	3
B.3	Trolley Repair Helper			2	2
B.4	Customer Service Helper			4	4
B.5	Paint Helper			2	2
B.6	Tire Helper		2		2
B.7	Electrical Helper			2	2
B.8	Engine repair Shop helper			1	1
B.9	Transport Vehicle Repair Helper			1	1
B.10	Engineering Service & Hydraulic Helper			1	1
	Subtotal				178

Category C					
	Sub Categories	Number of staff		Office Basis	Total
		Day Shift	Night Shift		
C.1	Driver (Transport)	4	4	-	8
C.2	Driver (Cargo)	2	2	-	4
	Subtotal	6	6		12

Category D		
Sub Categories	Number of Staff	Total
Below 100,000LKR	31	31
100,000LKR - 500,000LKR	16	16
More than - 500,000LKR	6	6
Subtotal	53	53

Category E					
	Sub Categories	Number of staff		Office Basis	Total
		Day Shift	Night Shift		
E.1	Electrical Technician	2 (Type 2)	1		3
E.2	Electrical Assistant	1 (Type 3)			1
E.3	Electrical Helper	1 (Type 3)			1
E.4	Air Conditioning Technician	3 (Type 2)			3
E.5	Air Conditioning Assistant	1 (Type 3)			1
E.6	Air Conditioning Helper	1 (Type 3)			1
E.7	Welders	1 (Type 3)			1
E.8	Welder (Ramp)			2	2
E.9	Welding Assistant	1 (Type 3)			1
E.10	Welding Assistant (Inflight Galley Equipment Repair Workshop)			1	1
E.11	Welding Helper	1 (Type 3)			1
E.12	Technical Assistant (Masonry)	1 (Type 3)			1
E.13	Masonry Assistant	1 (Type 3)			1
E.14	Masonry Helper	1 (Type 3)			1
E.15	Technical Assistant (Plumbing)	2 (Type 3)			2
E.16	Plumbing Assistant	2 (Type 1)			2
E.17	Plumbing Helper	1 (Type 3)			1
E.18	Technical Assistant (Painting)	1 (Type 3)			1
E.19	Painting Assistant	2 (Type 3)			2
E.20	Technical Officer (Carpentry)	1 (Type 2)			1
E.21	Technical Assistant (Carpentry)	2 (Type 3)			2

E.22	Carpentry Assistant	1 (Type 3)			1
E.23	Mechanical Assistant (Fire)	1 (Type 2)			1
E.24	Mechanical Helper (Fire)	1 (Type 2)			1
E.25	AutoCAD Drafting Technician			1	1
E.26	Heavy-Duty Laborer	2 (Type 3)			2
	Sub Total				39

Information about shift types:

Day Shift Only

Shift Type	Shift Time	Number of Days per Month
Type 1	08:00 hrs – 16:30 hrs	26 days
Type 2	08:00 hrs – 20:00 hrs	18 days
Type 3	08:00 hrs – 16:30 hrs	22 days

Night Shift Only

Shift	Shift Time
Night Shift	20:00 hrs – 08:00 hrs

Office Shift Only

Shift Type	Shift Time
Office Shift	08:00 hrs – 16:30 hrs

Category		F		Office Basis	Total
Sub Categories		Day Shift	Night Shift		
F.1	Multi Task Serviceman - Airport Service Delivery -Passenger Services	10	10	4	24
F.2	Multi Task Serviceman - Engineering	10	-	-	10
F.3	Multi Task Serviceman - Other Departments	-	-	7	7
	Subtotal	20	10	11	41

Category G				
Sub Categories	Number of staff		Office Basis	Total
	Day Shift	Night Shift		
Multi Task Serviceman - Airport Service Support for Ramp	140	140	11	291
Subtotal	140	140	11	291

Category H				
Sub Categories	Number of staff		Office Basis	Total
	Day Shift	Night Shift		
Multi Task Serviceman - Airport Service Support for AIS	56	56	-	112
Subtotal	56	56	-	112

Category I				
Sub Categories	Number of staff		Office Basis	Total
	Day Shift	Night Shift		
Multi Task Serviceman - Cargo	48	72	-	120
Subtotal	48	72	-	120

Note

- There are four teams operating on a shift basis. Two teams are assigned to work the current day and night shifts, while the other two teams are scheduled for duty on the following day covering the day and night shifts.
 - The following details are relevant to Category E:
 - Assistant refers to Skilled/semiskilled helper.
 - Helper refers to Unskilled helper.
- Requirement of each area per shift will be indicated at the time of entering into agreement and is subject to change based on operational needs. Any change to the above numbers will be notified 2 weeks in advance of the date staff needs to report to work. Should have standby

cadre to provide quick replacement in the case of poor attendance of service provider staff resulting in the requested number of Staff not being present for a given shift. This will be carried out at no additional cost to the SriLankan Airlines. Replacements for individuals who resign or do not attend work for more than 3 consecutive days without notice should be replaced within 3 days.

- Replacements for staff notified to be terminated on disciplinary or on performance grounds should be replaced within 3 days.
- All resignations, terminations and suspensions of service provider staff to be informed to the line admin of the respective department by the service provider on weekly basis and replacement to be provided as mentioned above to maintain the stipulated service provider cadre and rosters.

A.1 - Data Entry Operator/Project Assistant /Agents

Basic Requirements:

- 6 passes at GCE O/L with 4 Credits in one sitting including a credit for English.

Age: New recruits-18 - 29 years

Experienced Staff- below 35 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

- Performing data entry work using a computer and appropriate software; entering, updating, verifying as requested by the department.
- Should ensure the accuracy and confidentiality of information recorded.

A.2 Project officers

Basic Requirements:

- 6 passes at GCE O/L with 4 Credits in one sitting including a credit for English with 1 years of experience.

OR

- 6 passes at GCE O/L in one sitting including a credit for English and full or part professional qualification with 1 year's work experience.

Age: New recruits-18 - 29 years

Experienced Staff- below 35 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

Key responsibilities include managing schedules, handling correspondence, organizing files, and assisting with office tasks like data entry and document preparation while ensuring data integrity and consistency. They also coordinate meetings, maintain office supplies, and provide general administrative support to staff and management. Escalate to the department any coordination issues that cannot be resolved independently.

A.3 Project Coordinator

Basic Requirements:

- 6 passes at GCE O/L with 4 Credits in one sitting including a credit for English with 2 years of experience.

Or

- 6 passes at GCE O/L in one sitting including a credit for English and full or part professional qualification with 2 year's work experience.

Age: New recruits-18 - 29 years

Experienced Staff- below 35 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

Effectively coordinate all activities, resources, equipment, and information required for the smooth execution of departmental operations. Ensure that all relevant stakeholders are aligned and that logistical and operational elements are efficiently managed to avoid disruptions. Proactively monitor ongoing coordination efforts and address any potential bottlenecks or conflicts. In the event that certain issues cannot be resolved at the operational level, escalate and bring them promptly to the attention of the department for timely resolution and further action.

A.4/A.5 - Procurement Progress Coordination Assistant- General & Inflight//GSE

Basic Requirements:

- Ideally Studied up to GCE O' Levels
- Able to read and understand the English language script & numerical data.
- Medically cleared & physically fit to carry out the duties assigned.
- Possess a valid heavy-duty driving license, where required.
- Personnel utilized to operate Equipment must possess at least 03 years driving experience and shall be vetted for approval by SriLankan Airlines Safety Department).

Age: New recruits - 18 – 45 years
Experienced Staff- below 50 years

Job scope and Working Hours:

Procurement Progress Coordination Assistant- General & Inflight

The Service Provider and/or its personnel shall carry out the required services to ensure that goods purchased by SriLankan Airlines are collected from suppliers and delivered to Buyers/Stores in BIA in a timely, safe and systematic manner and to ensure that the required documents are delivered to SriLankan Airlines in a timely manner.

Coordinate with Buyers to collect item lists and plan delivery routes with the driver. Ensure timely collection of goods and related documents such as invoices and packing lists from suppliers and deliver them to the respective Buyers or Stores on the same day. Handle the return of items to suppliers, ensuring proper acknowledgment is obtained. Additionally, deliver documents to Colombo offices and government institutions, securing the required signatures upon delivery.

Procurement Progress Coordination Assistant- GSE

Handle the delivery and handover of Suppliers' Gate Passes related to Commercial Procurement to the SriLankan Airlines Security point at Naikanda. Facilitate the transfer of items and documents between Commercial Procurement Stores, Buyers, the UL Payment unit, and other relevant departments. Manage the collection and delivery of samples to and from user departments and stores. Ensure efficient distribution of documents among Commercial Procurement staff, and assist with routine administrative tasks such as photocopying, filing, and sending faxes within the department.

Premises - The Service Provider and or/its personnel shall carry out the Services at the Commercial Procurement Department located at the Airline Centre, Bandaranaike International Airport, Katunayake during all operational hours.

Working hours:

Office Shift - 8.00 hrs – 16.30 hrs (5 days) When required, the operations will continue past 1630 hours as well as on Public & Mercantile holidays and weekends.

B1 Multi Task Serviceman (Wheel Chair Handlers)

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)
- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours
- Ability to perform duties in the assigned shifts at the assigned department under any condition.

Age: New recruits-18 - 35 years

Experienced Staff- below 40 years Age: 18 - 35 years

The requirement of the departments /sections per shift will be given as number of heads per shift. Ex, 40 per night shift and 40 per day shift and it is responsibility of the service provider company to provide the required head count and SriLankan Airlines is not responsible to pay overtime to any of SP staff to maintain the required head count at any given time. Any changes in the requirement for the shift will be notified to the service provider 2 weeks in advance.

Working Hours:

<i>Shift Pattern -</i>	<i>Office Shift</i>	<i>8.00 hrs – 16.30 hrs (5 days)</i>
	<i>Day Shift</i>	<i>8.00 hrs - 20.25 hrs (all days inclusive of weekends)</i>
	<i>Night Shift</i>	<i>20.00 hrs – 08.25 hrs (all days inclusive of weekends)</i>

Wheelchair Handlers Job Scope

- Assist with handling wheelchair passengers for SriLankan and other airlines on both arrival and departure flights, from the outer porch to the aircraft and vice versa.
- Provide additional support for STCR (stretcher) passengers under the supervision of Airport Service Agents/Officers from the Passenger Services Unit.

Plant & Equipment Helpers (B.2/B.3/B.4/B.5/ B.6/B.7/B.8/ B.9/B.10)

Basic Requirements:

- Good physical health condition to handle the work.
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.

Age: New recruits-18 - 40 years

Experienced Staff- below 50 years

▪ All below helpers (Except Tyre Helper) required to work from 8.00 hrs to 19. 00 hrs 5 days per week. They should also be willing to work in any designated workshop area as required. In addition, helpers must be available to work additional hours during the night shift, when necessary, with prior notice provided to the service provider.

Tire Helpers work on Night shift – Night/Off roster (Night Shift 2000hrs – 08.00hrs)

Premises- Electrical, A/C & engine shops, Engineering, Utility, Ramp and Cargo service vehicles, Welding, trolley & P M sections, in P & E workshop, BIA Katunayake. Service provider staff will be distributed in following work areas at P&E workshop at Katunayake all operational hours specified.

B.2 - Preventive Maintenance Helper

Job Scope

- Capabilities of cleaning/washing/ greasing equipment's, components, vehicles & helping to remove wheels/ covers/ panels & cleanings floor area.
- Capability of identifying the tools/equipment (steam cleaner/grease pump etc) and other related materials which are using in the P&E Workshop.

B. 3 - Trolley Repair Helper

Job Scope

- Capabilities of removing wheels, brake cables, oiling, greasing & assisting to heating, jacking & straightening the damaged dolly beams & cleaning floor area.

- Capability of identifying the tools/equipment (welding transformer/cutter/grinder etc) and other related materials which are using in the P&E Workshop.
- Capabilities of rust removing, edge cutting, repair door locks, fixing winders, helping to fiber works, glass bonding work of passenger coaches, clean floor area.

B.4/B.8/B.9/B.10 - Customer Service/Engine Repair/Transport vehicle repair / Engineering Service & Hydraulic Helper

Job Scope

- Capabilities of removing wheels, rollers, identifying all tools, helping to carry out brake down repairs, cleaning workshop area.
- Capability of identifying the tools/equipment (basic spare parts) and other related materials which are using in the P&E Workshop.

B.5 - Paint Helper

Job Scope

- Capabilities of rust removing, handling painting tools, cutting & polishing, cleaning floor area.
- Capability of identifying the tools/equipment (spray guns /rollers/ brushers & basic knowledge in paint materials) and other related materials which are using in the P&E Workshop.

B.6 – Tire Helper

Job Scope

- Capabilities of removing wheels (heavy). Identifying tools, cleaning Hy/ components, jacks & cleaning floor area.
- Capability of identifying the tools/equipment (tyre machine/special tools /pressure guns) and other related materials which are using in the P&E Workshop.

B.7 - Electrical Helper

Job Scope

- Capabilities of identifying tools, assisting to prepare batteries & doing minor electrical repairs with instruction of technician & cleaning floor area.
- Capability of identifying the tools/equipment (identify spares) and other related materials which are using in the P&E Workshop.

C.1 - Driver (Transport)

- Studied up to GCE O/L examination.
- Fair knowledge in spoken and written English
- Valid heavy vehicle driving license issued by RMV of Sri Lanka

Age: New recruits-18 - 45 years

Experienced Staff- below 50 years

Working Hours:

Shift Pattern -

Day Shift 8.00 hrs to 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs to 8.25 hrs (all days inclusive of weekends)

Job Scope

- Responsible for safely operating company vehicles to transport goods, materials, or passengers to designated locations. Ensures timely deliveries, adheres to traffic and safety regulations, and maintains vehicle cleanliness and basic maintenance. May assist with loading/unloading and reporting any transportation-related issues to supervisors.

C.2 - Cargo Driver

Basic Requirements:

- Studied up to GCE O/L examination.
- Fair knowledge in spoken and written English
- Valid heavy vehicle driving license issued by RMV of Sri Lanka
- Age: New recruits-18 - 45 years
- Experienced Staff- below 50 years

Working Hours:

Shift Pattern –

Day Shift 8.00 hrs to 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs to 8.25 hrs (all days inclusive of weekends)

Job Scope

- Loading, unloading of imports/exports and transshipment cargo using folk lifts/towing tractors etc.
- Locating imports cargo in the racks using folk lifts/reach trucks.
- Locating and positioning of cargo at delivery bays to deliver to the customers.
- Any another Job detailed by the department.

D - Other Categories

Basic Requirements:

Job requirements will vary depending on the operational needs.

Number will be upon request and the service provider responsible only for the handling fee based on below salary levels.

Below 100,000LKR	100,000LKR - 500,000LKR	More than - 500,000LKR
31	16	6

Working Hours:

<i>Shift Pattern -</i>	<i>Office Shift</i>	<i>8.00 hrs – 16.30 hrs (5 days)</i>
	<i>Day Shift</i>	<i>8.00 hrs - 20.25 hrs (all days inclusive of weekends)</i>
	<i>Night Shift</i>	<i>20.00 hrs – 08.25 hrs (all days inclusive of weekends)</i>

Job Scope

The scope of the job is determined by operational needs.

Category E

Working hours

Day Shift Only

Shift Type	Shift Time	Number of Days per Month
Type 1	08:00 hrs – 16:30 hrs	26 days
Type 2	08:00 hrs – 20:00 hrs	18 days
Type 3	08:00 hrs – 16:30 hrs	22 days

Night Shift Only

Shift	Shift Time
Night Shift	20:00 hrs – 08:00 hrs

Office Shift only

Shift Type	Shift Time
Office Shift	08:00 hrs – 16:30 hrs

Electrical Trade (E.1/E.2/E.3)

E.1 - Electrical Technician

Minimum requirements

- Three passes at GCE (O/L)
- Completed NVQ Level 4- or One-year full time course in electrical trade.
- Knowledge in trouble shooting and maintenance of electrical switch gear and wiring in single phase and three phase circuits. Basic knowledge in UPS operation will be an added advantage.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 2

E.2 -Electrical Assistant

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3- or Six-months full time course in electrical technology completed.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a trade test

Working Premises- CAK/CMB/Mattala

Working hours- Type 3

E.3 -Electrical Helper

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3- or 3-months course in electrical wiring
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subjected to a Trade test.

Working Premises- CAK/CMB/Mattala

Working hours- Type 3

Air Conditioning Trade (E.4/E.5/E.6)

E.4 -Air conditioning Technician

Minimum Requirements

- Three passes at GCE (O/L)
- Completed NVQ Level 4- or One-year full time course in electrical trade
- Knowledge in trouble shooting and maintenance of split type air conditioners and basic knowledge in single phase and three phase electrical circuits.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test
- Working hours- Type 2

E.5- Air conditioning Assistant

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3- or Six-months course in air condition technology.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years

- Subject to a trade test

Working Premises- CAK/CMB/Mattala

Working hours- Type 3

E.6 - A/C Helper

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3- or 3-months course in air conditioning.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working Premises- CAK/CMB/Mattala

Working hours- Type 3

Welding Trade (E.7/E.8/E.9/E.10/E.11)

E.7 - Welder

Minimum Requirements

- Three passes at GCE (O/L) with Completed NVQ Level 3 certificate or 6 months full time course
- Or**
- Minimum of 05 years work experience in welding
- Age: New recruits-18 - 50 years
- Experienced Staff- below 55 years
- Subjected to a Trade test.

Working hours- Type 3

E.8 - Welder (Ramp)

- Three passes at GCE (O/L) with Completed NVQ Level 3 certificate or 6 months full time course

Or

Studied up to O/L with minimum 05 years work experience in welding.

- Good physical health condition
- Ability to perform duties in the assigned shifts at the assigned department under any condition.
- Age: New recruits-18 - 50 years
- Experienced Staff- below 55 years
- Subjected to a Trade test.

Working Hours – Office shift (8.00 hrs to 16.30 hrs in each reporting day) 05 days

Job Scope

- Works at the ULD workshop and fixes all the damages done to the ULDs through means of welding.
- Assists the ULD workshop for all types of painting / labeling of the ULDs and all types of furniture attached to Ramp Services.
- Specialized in utilizing the cutter to mend / weld all the racks, frames, cupboards etc.
- Repairs all furniture types and baggage trolleys at the workshop belonging to Ramp services through means of recycling, other than that also supports in mending wheelchairs of Pax Services.
- All Panel excursions, teak welding and arc welding is also done at the ULD Workshop.
- Ensures all work complies with aviation safety standards and airport regulations. Works closely with maintenance and operations teams to ensure timely and safe equipment availability for ramp operations.

E.9 - Welding Assistant

Minimum Requirement

- Studied up to grade 8.
- Completed NVQ Level 3- or 3-Months course in welding.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a trade test.

Working hours- Type 3

E.10 - Welding Assistant (Inflight Galley Equipment Repair Workshop)

Hard-working and dependable workers to handle all major repairs of Inflight galley equipment in accordance with company guidelines. The workers responsibilities include repairing of meal/bar carts, aluminium containers, bar trolley tops, service trolleys, waste carts, waste bins, blanket carts, oven racks, aluminium drawers and painting of meal/bar/waste/blanket carts on a regular basis. The workers should also be able to maintain a safe working environment by always adhering to company safety regulations in addition being able to lift heavy objects.

- Age: New recruits-18 - 45 years
- Experienced Staff- below 50 years

Responsibilities of the Galley Workshop Welding Assistant:

- Unloading incoming unserviceable Inflight galley equipment from SLC.
- Repairing and painting of unserviceable galley equipment as per company guidelines.
- Welding of unserviceable aluminium containers/air ladders.
- On a weekly basis returning repaired equipment as per Company guidelines to SLC.
- Assisting in finalizing asset disposal process for irreparable galley equipment.
- Performing all duties necessary to maintain workshop cleanliness, which includes sweeping, mopping as needed.

Working Hours – Office shift (8.00 hrs to 16.30 hrs pm in each reporting day) 05 days

E.11 - Welding Helper

Minimum Requirement

- Studied up to Grade 8
- 3 Months experience in assisting welding works
- Subject to a trade test.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years

Working Premises- CAK/CMB

Working hours- Type 3

Masonry Trade (E.12/E.13/E.14)

E.12 - Technical Assistant (Masonry)

Minimum Requirements

- Studied up to GCE (O/L)
- Completed NVQ Level 3 certificate or completed a six-month course in Masonry trade or Five years' experience in Masonry trade and capable to plaster column edges neatly and straight.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subjected to a Trade test.

Working hours- Type 3

E.13 -Masonry Assistant

Minimum Requirement

- Studied up to Grade 8
- Completed NVQ Level 3 or 3M course or One-year experience in masonry works
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subjected to a Trade test.

Working hours- Type 3

E.14 -Masonry Helper

Minimum Requirement

- Studied up to Grade 8
- 3 months experience as a masonry helper
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Working Premises- CAK/CMB

Working hours- Type 3

Plumbing Trade (E.15/E.16/E.17)

E.15 - Technical Assistant (Plumbing)

Minimum Requirements

- Three passes at GCE (O/L)
- Completed NVQ level 3 certificate obtained or 6 months full time course in plumbing trade.
- Very good knowledge on water supply/ drainage/ Sewage pipe works.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 1

E.16 - Plumbing Assistant (Skilled Helper)

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3 certificate or 3 Months course in plumbing.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a trade test

Working Premises- CAK/CMB/Mattala

Working hours- Type 2

E.17 - Plumbing Helper

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3 or Completed 3 months course in plumbing.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 3

Painting Trade (E.18/E.19/E.20)

E.18 - Technical Assistant (Painting)

Minimum Requirements

- Studied up to GCE (O/L)
- Completed NVQ Level 3 certificate or completed a six month course in Painting trade or five years' experience.
- Capability to do spray painting and polishing.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 3

E.19 - Painting Assistant

Minimum Requirements

- Studied up to Grade 8
- Completed NVQ Level 3 or 3M course or One-year experience in painting works
- Age: New recruits-18 - 40 years

- Experienced Staff- below 45 years
- Subject to a Trade test.

Working hours- Type 3

Carpentry Trade (E.20/E.21/E.22)

E.20 - Technical Officer (Carpentry)

Minimum Requirements

- Completed NVQ Level 3 and two years of hand on experience on experience as a carpentry officer.
- Capable of designing and fabrication of Timber and Aluminum related works.
- Studied up to G.C.E(O/L)
- Age below 60 years

Working hours- Type 2

E.21 - Technical Assistant (Carpentry)

Minimum Requirements

- Completed NVQ Level 3 certificate or Six months course in Carpentry trade or five years' experience in Carpentry trade.
- Capability of timber fabrications and Aluminum fabrications.
- Studied up to G.C.E(O/L)
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 3

E.22 - Carpentry Assistant (Skilled Helper)

Minimum Requirements

- Completed NVQ Level 3 certificate or Three months course in Carpentry trade or three years' experience.
- Capability of timber fabrications and Aluminum fabrications.
- Studied up to Grade 8
- Age: New recruits-18 - 40 years

- Experienced Staff- below 45 years
- Subject to a Trade test

Working Premises- CAK/CMB

Working hours- Type 3

Mechanical Trade (E.23/E.24)

E.23 - Mechanical Assistant (Fire)

Minimum Requirement

- Studied up to GCE (O/L)
- Completed NVQ Level 3- or 3-months course in mechanical technology (Fitter or Welder)
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a Trade test

Working hours- Type 2

E.24 - Mechanical Helper (Fire)

Minimum Requirement

- Studied up to GCE (O/L)
- 3 Months experience in assisting fire bottle servicing and welding works.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Subject to a trade test.

Working Premises- CAK/CMB

Working hours- Type 2

Drafting Trade (E.25)

E.25 - AutoCAD Drafting Technician

Minimum Requirements

- Completed a six months course in AutoCAD drafting
- GCE (O/L) 6 passes
- Age: New recruits-18 - 45 years
- Experienced Staff- below 50 years

Working Premises- CAK

Working Hours – Office shift (8.00 am to 4.30 pm in each reporting day) 05 days.

General Laborer Support (E.26)

E.26 - Laborer (Heavy duty worker)

Minimum Requirement

- Should be physically fit with a strong and healthy body, capable of performing physically demanding tasks over extended periods.
- Age: New recruits-18 - 40 years
- Experienced Staff- below 45 years
- Aat least 5 feet 3 inches in height, and able to lift and carry heavy loads as required.
- Studied up to Grade 8

Working Premises- CAK/CMB

Working hours- Type 3

F.1 - Multi Task Serviceman - Airport Service Delivery -Passenger Services

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)

- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.

Age: New recruits-18 - 35 years

Experienced Staff- below 40 years

Working Hours:

<i>Shift Pattern -</i>	<i>Office Shift</i>	<i>8.00 hrs – 16.30 hrs (5 days)</i>
	<i>Day Shift</i>	<i>8.00 hrs - 20.25 hrs (all days inclusive of weekends)</i>
	<i>Night Shift</i>	<i>20.00 hrs – 08.25 hrs (all days inclusive of weekends)</i>

Job Scope

- Assist with handling excess/LR bags and ensure timely delivery to the departure area. Support check-in agents with non-belt baggage and counter supplies. Help locate missing bags, manage stored and unclaimed baggage, and coordinate with customs for found property and LZ bag clearance.
- Assist Pax Stores Keepers as needed, ensure daily equipment checks for operational readiness, and issue stationery and lounge items to maintain minimum stock levels for uninterrupted service.
- Manage document and file handling across airport departments, maintain service files for audits, update notice boards, distribute stationery and supplies, and enter staff data while overseeing daily collection and filing of medical and attendance records.

F.2 - Multi Task Serviceman – Engineering

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)

- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.
- Age: New recruits-18 - 35 years
- Experienced Staff- below 40 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

- Clean aircraft cargo holds/belly areas and ground equipment.
- Clean aircraft hangar floors, prepare premises for audits, and assist with aircraft washing and equipment handling.
- Support staff with tool handling, sticker placement, and transferring tools to stores and the calibration unit.
- Assist with lifting, loading/unloading, and packaging of import/export items.

F.3 - Multi Task Serviceman - Other Departments

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)
- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours
- Ability to perform duties in the assigned shifts at the assigned department under any condition.

- Age: New recruits-18 - 35 years
- Experienced Staff- below 40 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

Disposal Unit:

- Handle loading, unloading, and positioning of scrapped materials following company guidelines.
- Weigh, count, segregate, pack, and label materials accurately for sales.
- Maintain cleanliness of the scrap yard through sweeping, mopping, and dusting.
- Adhere to safety regulations and handle heavy objects safely under the guidance of the Logistics Officer.

Printing:

- Receive and store raw materials for printing operations.
- Assist with paper preparation (cutting, stacking, packing) and operate printing-related machines (laminating, folding, stitching).
- Perform baggage tag eyeleting, cording, and prepare medicine covers.
- Assemble printed materials and handle sorting/packing of paper offcuts for disposal.

G- Multi Task Serviceman - Airport Service Support -Ramp Services

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)
- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.
- Age: New recruits-18 - 35 years
- Experienced Staff- below 40 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

- Ensure proper loading and offloading of passenger baggage, cargo, P.O. mail, and other special loads to and from aircraft in accordance with accepted standards and procedures, ensuring timely completion as per guidelines.
- Check baggage, cargo, and mail tags and labels to confirm accurate and safe loading to the correct destinations.
- Perform safe loading and unloading of passenger baggage at departure and arrival belts, maintaining ramp service standards.
- Carry out safe loading, unloading, reconciliation, and sorting of various loads, including special loads and dangerous goods, following company standards.
- Adhere strictly to all safety and security requirements, procedures, and processes related to aircraft safety.

H- Multi Task Serviceman - Airport Service Support -AIS

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)
- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.
- Age: New recruits-18 - 35 years
- Experienced Staff- below 40 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

- Ensure high standards of aircraft interior cleanliness and appearance for SriLankan Airlines and customer airlines.
- Duties include deep cleaning of all cabin areas, dressing seat pockets, changing pillow covers, polishing surfaces, and disinfecting waste bins, A/C units, galleys, and lavatories.
- Maintain carpets and floors through sweeping, vacuuming, and shampooing. Clean cabin curtains and replenish air fresheners. Adhere strictly to all safety and security procedures related to aircraft operations.

I - Multi Task Serviceman - Cargo

Basic Requirements:

- Studied up to GCE O/L.
- Good knowledge in English (Written & Spoken)
- Good physical health condition to handle the work and manoeuvre a wheelchair.
- Good customer service skills
- Ability to work long hours.
- Ability to perform duties in the assigned shifts at the assigned department under any condition.
- Age: New recruits-18 - 35 years
- Experienced Staff- below 40 years

Working Hours:

Shift Pattern - Office Shift 8.00 hrs – 16.30 hrs (5 days)

Day Shift 8.00 hrs - 20.25 hrs (all days inclusive of weekends)

Night Shift 20.00 hrs – 08.25 hrs (all days inclusive of weekends)

Job Scope

- Loading and build up outbound cargo and mail as per the instructions given by the superior officers to facilitate smooth transfer of cargo and mail from the Cargo terminal to aircraft site as per set precision timings.
- Unload and store inbound cargo and mail as per instructions given by the superior officers in an orderly manner and as per set precision timings and laid down standards.
- Handle cargo and mail with utmost care in order to preventing from damages and pilferages complying with the company safety standards and Assisting cargo stock taking at cargo warehouse.

General Conditions

- ❖ If the bid is accepted, the successful bidder is required to sign the Contract Agreement. A sample of the Contract Agreement is provided in **Annexure F**. Please note that this is only a sample contract and if there are any discrepancies between the sample contract and the content in section I and section V, clauses mention in section I and section V will prevail.
- ❖ The quantities specified under the Schedule of Requirements are subject to change.
- ❖ A detailed salary breakdown must be submitted prior to the award of the contract.
- ❖ Any statutory obligations are applicable only to the relevant portion of the cost breakdown declared for each subcategory.
- ❖ If quoting for a main category, all subcategories under that category must also be quoted. Otherwise, the offer for that particular category will be rejected.
- ❖ Carefully review all terms, including insurance requirements, service levels, and liquidated damages, and quote them accordingly.
- ❖ Each page of the price schedule must be signed or stamped by the authorized representative.
- ❖ All bid clarification requests must be submitted before the specified deadline.

1. Uniforms, Training, Transport & Airport passes

Multi Task Servicemen categories (B/F/G/H/I) and Driver Categories (C) should be provided with 5 sets of Uniforms annually (Shirts or T-Shirts, Trousers) including a belt and a pair of shoes which is of the quality stipulated by the company are required to be provided to the service provider staff by the service provider.

In addition to the above uniform items, the safety gears are also required to be provided as per the requirement of each category given below,

Category	Required Safety Accessories
Multi task Serviceman Cargo/Ramp	Safety Shoes 2 pairs / Ear plug / Gloves
Multi task Serviceman AIS	Safety Shoes 2 pairs / Ear plug
Multi task Serviceman Engineering	Safety Shoes 2 pairs / Ear plug

Multi Task Serviceman (Wheel Chair Handler)	NIL
Cargo Driver	Safety Shoes 2 pairs / Ear plug / Gloves
Officers/Project Coordinator/Assistants/Agents	NIL
Data Entry Operator/Assistant /Agents	NIL
Welder	Safety Shoes 2 pairs / Ear plug / Gloves

- The wear and tear in respect of uniforms should be immediately replaced to the service provider staff, by the service provider when notified, in order to maintain the company's uniform standards.
- The cost of Airport entry passes to be borne by the service provider. Airport passes are required for all categories working in security-restricted areas. Categories B.1, B.3, B.6, B.7, C, E, F, G, H, and I require an airport pass to carry out their job functions. If any other categories are required to work in a security-restricted area, they must also obtain an airport pass.
- The wear and tear of all PPE (Personal Protective Equipment) that is provided by UL to each service provider staff to be borne by the service provider and any replacements required within one year must also be borne by the service provider.

Staff categories-

**E1/E.2/E.3/E.4/E.5/E.6/E.7/E.9/E.10/E.12/E.13/E.14/E.19/E.20/E.21/E.22/E.23/E.24/E.25/
E.26**

- The Service Provider shall be required to provide, at its sole expense, appropriate uniforms to all personnel provided by the Service Provider to perform the Services hereunder which includes three light colour short sleeves shirts, three black colour trousers and one or two pairs of shoes based on wear and tear per annum and any other gear or uniform required to perform the Services stipulated hereunder, which shall always be in a presentable and clean condition.

Note – All uniforms that the service provider intends to provide shall be approved by the Human Resources Department.

Staff categories- B.2/B.3/B.4/B.5/B.6/B.7/B.8/B.9/B.10

- The Service Provider shall be required to provide, at its sole expense, appropriate uniforms to all personnel provided by the Service Provider to perform the Services hereunder which includes Overall (dark brown) and pair of safety shoes per for all the service provider staff per annum and any other gear or uniform required to perform the Services stipulated hereunder, which shall always be in a presentable and clean condition.

2. Training

- Initial Training cost to be borne by the Service Provider. The details of the current training cost are as follows. Please note that the total cost for the training program will be charged in full, even if the number of participants is fewer than the maximum allowed.
- During training period service provider staff will receive only 50% of the rate for full-day training sessions.
- No payment will be made for half-day training sessions.

Training cost for service provider - Multitask Serviceman AIS					
#	Programme Name	No of Days (Theory / Practical)	Maximum No. of Participants	Internal Cost charge per programme (LKR)	Per head cost (LKR)
1	AIS initial Training Programme - Instructor Payment	5	15	25,000.00	5,000.00
	Classroom Facility	5		50,000.00	
2	SMS Training	1	15	15,000.00	1,000.00

	(Instructor + Classroom facility)				
3	Ground Safety Training	1	15	15,000.00	1,000.00
	(Instructor + Classroom facility)				
4	AVSEC Training for Non-Security Staff Training	1	15	15,000.00	1,000.00
	(Instructor + Classroom facility)				
Training cost for service provider - Multitask Serviceman Ramp					
#	Programme Name	No of Days (Theory / Practical)	Maximum No. of Participants	Internal Cost charge per programme (LKR)	Per head cost (LKR)
1	Ramp Serviceman Skill Initial Training Programme	12	15	117500.00	7,834.00
2	DGR CBTA for Ramp personnel (initial)	2	15	167670.00	11,178.00
3	SMS Training	0.5	15	7500.00	500.00
4	Ground Safety Training	0.5	15	7500.00	500.00
5	AVSEC Training for Non-Security Staff Training	1	15	15000.00	1,000.00
Training cost for service provider - Multitask Serviceman Wheelchair Handler					
#	Programme Name	No of Days (Theory / Practical)	Maximum No. of Participants	Internal Cost charge per programme (LKR)	Per head cost (LKR)
1	Instructor Payment	3	15	30,000.00	4,000.00
2	Classroom Facility			30,000.00	
	Toral cost			60,000.00	
Training cost for service provider - Multitask Serviceman Cargo					

#	Programme Name	No of Days (Theory / Practical)	Maximum No. of Participants	Internal Cost charge per programme (LKR)	Per head cost (LKR)
1	Human Factors	0.5	10	30,245.00	3,025.00
2	DGR CBTA for General Cargo Accepting Personnel (CAT07) - Initial	2	15	166,980.00	11,132.00
3	Cargo Operators / Servicemen Skills & DG Awareness - Initial	0.5	15	65,205.00	4,347.00
4	AVSEC training - Initial	1	25	17,500.00	700.00
5	Safety Non-ADP - Initial	0.5.	15	15,000.00	1,000.00
6	SMS - Initial	0.5	15	15,000.00	1,000.00
Training cost for service provider - Cargo Drivers					
#	Programme Name	No of Days (Theory / Practical)	Maximum No. of Participants	Internal Cost charge per programme (LKR)	Per head cost (LKR)
1	Human Factors	0.5	10	30,245.00	3,024.50
2	DGR CBTA for General Cargo Accepting Personnel (CAT07) - Initial	2	15	166,980.00	11,132.00
3	Cargo Operators / Servicemen Skills & DG Awareness - Initial	0.5	15	65,205.00	4,347.00
4	AVSEC training - Initial	1	25	17,500.00	700.00
5	Safety ADP - Initial	0.5.	15	15,000.00	1,000.00
6	SMS - Initial	0.5	15	15,000.00	1,000.00

- No transport will be provided by the Company for Service Provider's staff.

3. Administration

Completion of Documentation during the initial recruitment to the Service provider needs to be completed by the appointed administration Supervisor. Up to date maintenance of files needs to be maintained department wise by service provider. Administration work pertaining to the cadre provided including calculation and providing man hours performed, handling of grievance etc. should be handled by a supervisor appointed by the service provider. This would include ensuring necessary clearance and certificates are in possession to commence employment on the given date. An independent attendance record needs to be maintained by the Service provider which needs to be submitted to the relevant Line department at the end of the roster/month. At any given time, information regarding service provider staff needs to be provided to the company, mainly to have an active staff list database with all personal particulars.

4. Rosters

Rosters will be planned by Service Provider in line to compliment SriLankan Airlines work schedules, these should be determined, taking in to account fatigue and other labour regulations of the country to avoid increase of risk of injuries and other accidents. Accordingly, day/night shifts with two off days roster will be applicable for certain operational areas (Eg” Airport / Cargo Etc.)

However, it is required to ensure that any employee does not work for more than two consecutive night shifts continuously and to minimize continuing of staff from Night shift to Day shift due to safety and fatigue reasons.

Service Provider Supervisor should be available for every roster to attend all administrative work. (Mark attendance/Approve Leave etc.) during Day shift and Night shift

The planned roster should be notified 1 week prior to commencement of roster cycle.

All resignations, terminations and suspensions of service provider staff and cadre deductions to be informed to the company on weekly basis to maintain the stipulated cadre and rosters whereas all operational teams also need to be kept informed.

During all operational peak seasons, holiday seasons and national holidays the stipulated cadre plus additional staff if required by the departments to be provided by the service provider.

5. Assigning of duties

Assigning of duties to these staff and the supervision of performance will be carried out by the staff of SriLankan Airlines through a supervisor appointed by the Service provider Company.

6. Property and Facilities

Assigning of resting facilities and other basic amenities will be done by the company however any property or facility damage by service provider staff, the cost of repair or the cost to obtain new properties to be borne by the service provider.

7. Penalties

1. Any failure by the Service Provider to provide the required number of personnel as stipulated under Schedule A of the Agreement, for each working day of any given month or the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of the Service Provider's obligation under this Agreement shall be subject to liquidated damages not as penalty as contained under the Schedule D of the Agreement.
2. If the Service Provider fails to provide the required personnel as stipulated under Schedule A of the Agreement or any of the Service Provider's personnel did not report for work in order to perform the Services hereunder for whatsoever reason including any industrial action, for each shift of any given month, the Service Provider shall be charged liquidated damages not as a penalty as follows:
 - a) In the event of absenteeism by any personnel of the Service Provider for a given shift, no penalty shall be charged for the first two days. However, from the third day onwards, 200% of the applicable cost per head shall be charged until the required number of personnel reports for duty for the respective shift.
3. In the event the Service Provider fails to provide replacement personnel for the performance of the Services within the time frame set forth in this Agreement due to whatsoever reason including the resignation of the personnel or the termination of the personnel from Service Provider's employment, the Service Provider shall be charged for each occurrence of non-replacement of personnel, the Monthly Fee (Day shift cost + Night shift Cost x 15) or amount prorated applicable for category of personnel as liquidated damages not as a penalty.

In the event liquidated damages cannot be recovered from the amounts outstanding under the payment to be made to the Service Provider, the Service Provider shall pay unrecovered liquidated damages to SriLankan Airlines on submission of SriLankan Airlines' claim within 10 days from the date of receipt of the notice.

4. The payment of Liquidated Damages under this Agreement shall not relieve the Service Provider from any other liability or obligation under the Agreement.
5. Delay by, or failure of SriLankan Airlines to demand or collect the Liquidated Damages shall not be construed as a waiver of SriLankan Airline's right to collect such Liquidated Damages or as acceptance of any delays or deficiencies in the Contractor's performance.

Section VI – Draft Contract

CONTRACT NUMBER -

This Manpower Provision Agreement (hereinafter referred to as “Agreement”) is made on this day of

By and between:

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

And

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

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

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

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

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

1. OBLIGATIONS OF THE SERVICE PROVIDER

1.1 The Service Provider shall:

(i) subject to provisions of this Agreement, provide the services specified in the Schedule A to SriLankan Airlines at the Premises of SriLankan Airlines (hereinafter referred to as the “Services”) for the duration of the Term in accordance to the terms and conditions of this Agreement;

(ii) shall ensure that personnel employed by the Service Provider for the provision of the Services hereunder possess the minimum qualifications set out below and in Schedule A of the Agreement, over the age of 18 years as at the date of appointment of such employees by the Service Provider and possess clearance from Sri Lanka Police Department;

(iii) deploy minimum one or more supervisor/s according to the operational requirements on a 12-hour roster basis including week-ends and the on mercantile holidays/poya days as a liaison officer of the Service Provider under this Agreement who shall visit the premises of SriLankan Airlines and administer all day to day requirements of its employees not limited to leave, medical and other requirements;

(iv) ensure that no individual personnel other than its nominated liaison officer or any of its designated personnel shall directly or indirectly get involved in any activities which relates to the provision of the Service Providers’ Services hereunder or its personnel working at the Premises of SriLankan Airlines or involve in any communication with regard to Service Provider’s Services with the officials of SriLankan Airlines;

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

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

(vii) together with its personnel, ensure that this Agreement (including any matter arising from it), any information secured, accessed or obtained pursuant to this Agreement and/or the Services provided hereunder shall be treated as strictly confidential and the contents herein shall not be disclosed by the Service Provider and/or its personnel to any third parties (except for the purposes of taking legal advice) without the prior consent of SriLankan Airlines or as may otherwise be required by law;

(viii) comply with and ensure that all personnel, agents or representatives of the Service Provider will strictly observe and comply with all security requirements of SriLankan Airlines as may be informed to the Service Provider from time to time and other governmental authorities particularly including but not limited to the following:

- a) wear the security pass/identity card issued by SriLankan Airlines to such persons;
- b) confine themselves only to the areas mentioned in the said security pass;
- c) use security passes for access only during duty hours for the purposes of discharging assigned duties;

(ix) perform the obligations under this Agreement with due care and diligence and prudence practiced in the industry and shall be performed in a reliable and professional manner in accordance to professional standards in conformity with good industry practices and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform Services as required by Schedule A and adhere to all SriLankan Airlines Safety Standards;

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

(xi) provide all uniforms including shirts, trousers, belts, shoes (safety shoes or otherwise), in numbers sufficient to be worn during every work shift at its own cost and expense to its personnel according to the instructions set out in Schedule A and/or as instructed by SriLankan Airlines from time to time to be worn by its personnel whilst they are performing the duties under the Agreement;

(xii) provide 24hour x7 day communication facility throughout the year between SriLankan Airlines and the Service Provider's personnel at the respective Head Offices;

(xiii) shall not interfere in the work provided by other service providers or personnel of other service providers who are offering or providing services for SriLankan Airlines;

(xiv) arrange for its personnel for training, at its own cost and expense (set out in Schedule A), as and when required by SriLankan Airlines;

(xv) ensure that (except as may be otherwise specified herein or in the Schedules hereto or as instructed by SriLankan Airlines) under no circumstances will any of its personnel operate equipment or drive vehicles of SriLankan Airlines;

(xvi) take reasonable care to safeguard of SriLankan Airlines property that may have been entrusted to the care or custody of the Service Provider or any agents, employees, assistants or representatives of the Service Provider and the Service Provider shall reimburse SriLankan Airlines for such loss and damage to such property due to the act or omission of the Service Provider or any agents, employees, assistants or representatives;

(xvii) liaise and co-operate with the staff of SriLankan Airlines and/or other service providers who are performing services at SriLankan Airlines' Premises.

(xviii) shall ensure the presence of required number of employees for a particular work shift as stipulated in Schedule A and shall provide immediate replacements for each shift in instances if the required number of staff is not present for the particular shift. In the event its regular employees assigned to SriLankan Airlines do not report to work due to a labour dispute, industrial action, organised absenteeism or any other reason disrupting smooth

operations of SriLankan Airlines, the Service Provider shall provide replacements within four (04) hours of the commencement of the particular shift or within four (04) hours of notifying of same by SriLankan Airlines.

(xix) obtain, keep valid and subsisting at all times during the Term, and comply with the terms and conditions of, all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in order to carry on its business and perform its obligations hereunder;

(xx) not do or permit to be done and prevent its employees from doing at the Premises of SriLankan Airlines anything which would or may constitute an illegal act, a nuisance or cause a hindrance, annoyance or inconvenience to SriLankan Airlines or other service providers or which might interfere with SriLankan Airlines' day to day business;

(xxi) not sublicense its rights and obligations under this Agreement to any sub-contractors;

(xxii) shall provide SriLankan Airlines the monthly invoice with attendance sheets pertaining to its employees before 10th day of following month.

- 1.2 Shall be sole responsible to perform its all contractual and statutory obligations in respect of its employees, including but not limited to paying monthly salaries pursuant to minimum wages of Sri Lanka, budgetary relief allowance, benefits, Employees Provident Fund (EPF), Employees Trust Fund (ETF), Workmen's Compensation, Gratuity, other statutory dues, perks, to all its employees deployed under this Agreement who shall all times remain the employees of the Service provider. Under no circumstances shall SriLankan Airlines be liable for any claim by the employees of the Service Provider of non-payment of any payment of monthly salaries, benefits, Employees Provident Fund (EPF), Employees Trust Fund (ETF), Workmen's Compensation, Gratuity, other statutory dues, perks, to employees of the Service Provider.
- 1.3 The Service Provider will maintain a standby staff to fill the requirement for a particular work shift if regular personnel provided to perform the Services pursuant to this Agreement fails to report for work for whatsoever reason;
- 1.4 Ensure that its employees do not conduct themselves in any undesirable, dishonest and/or immoral manner including but not limited to any fraud, misdeeds and/or any

unfair industrial action and/or any illegal activity in the performance of their duties and shall be responsible for any financial loss and/or loss or damage of whatsoever nature caused by the employees of the Service Provider to property of SriLankan Airlines, its employees, customers, associates and visitors and/or goodwill of SriLankan Airlines;

- 1.5 On the written request of SriLankan Airlines with at least 07 days' notice, the Service Provider shall increase or decrease the number of employees provided to SriLankan Airlines on the same terms and conditions set out herein:
- 1.6 Service Provider shall obtain appropriate insurance policies in relation to its employees who are engaged in the provision of the Services under this Agreement as specified in Clause 5;
- 1.7 Personnel provided by the Service Provider shall remain employees of the Service Provider throughout this Agreement and the Service Provider shall ensure that its employees would not seek employment in SriLankan Airlines and/or consideration for any employment opportunities of whatsoever nature by SriLankan Airlines due to providing Services under this Agreement;
- 1.8 The Service Provider warrants that:
 - (i) it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
 - (ii) it has the right, power and authority and ability to enter into and perform its obligations under this Agreement, and is under no obligation, contractual or otherwise, and is not aware of any litigation which might interfere with the performance of its obligations under this Agreement;
 - (iii) it is not 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.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES

- 2.1 SriLankan Airlines shall pay the Service Provider for the Services provided hereunder at the rates and prices set out in Schedule B.
- 2.2 Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may assign and/or vary the scope of the Services specified in Schedule A including but not limited to variation to the volumes or types of work to be performed by the Service Provider or its personnel hereto from time to time. Upon such variation, the Parties shall record such variation by way of a written amendment to this Agreement and such amendment shall record *inter alia* the proportionate adjustment to the rate, if applicable. The Service Provider shall advise all its employees in writing the list of duties assigned to them and shall obtain acceptance in writing by its employees. This shall be applicable to the variation of volumes and/or types of work as agreed by the Parties from time to time and the Service Provider shall forthwith advise its staff in writing of such variations and obtain written acknowledgment of the employees.
- 2.3 SriLankan Airlines shall have the right to direct the Service Provider to remove any of its employees, who in the sole opinion of SriLankan Airlines is considered to be undesirable or unfit to provide Services specified hereunder due to what so ever reason and upon such decision by SriLankan Airlines, the Service Provider shall remove any of its employees agents, or representatives as directed to remove by SriLankan Airlines;

- 2.4 SriLankan Airlines shall be entitled to review the Services carried out by the Service Provider or its personnel hereunder and may from time to time issue directives/standing orders to the Service Provider in relation to the performance of Services under this Agreement;
- 2.5 SriLankan Airlines shall be entitled to appoint its own employees or one or more service providers to obtain similar services contemplated hereunder or any other services during the Term of this Agreement.
- 2.6 SriLankan Airlines shall have the right to charge liquidated damages from the Service Provider as set forth under Schedule D for any failure by the Service Provider to provide the required number of personnel as stipulated under Schedule A of the Agreement and/or the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of its obligation under this Agreement.

3. INVOICING, PAYMENT AND TAXES

- 3.1 During the Term of this Agreement, SriLankan Airlines shall pay to the Service Provider for the provision of Services hereunder at the rates and prices as more fully described in Schedule B of this Agreement. Apart from the payments set out in Schedule B, no further payments shall be payable by SriLankan Airlines to the Service Provider for the provision of the Services to SriLankan Airlines.
- 3.2 The Parties agree that the prices and/or rates set out in this Agreement (and Schedules hereto) shall be fixed for the duration of the Term and shall not be amended or increased during the Term, unless expressly agreed to in writing by SriLankan Airlines.
- 3.3 All payments to be made to the Service Provider under this Agreement shall be done on the number of actual required personnel reported to work at SriLankan Airlines for each working day of the month less the liquidated damages deducted as per Clause 2 of Schedule B.

- 3.4 All payments to be made hereunder to the Service Provider by SriLankan Airlines shall be subject to any right of deduction which SriLankan Airlines may have by way of set-off or abatement. Where the Service Provider has incurred any liability or payment due to SriLankan Airlines, whether arising from or under any agreement or understanding between the Parties or otherwise howsoever arising, SriLankan Airlines may without notice to the Service Provider set-off the amount of such liability or payment due against any liability or payment to be made by SriLankan Airlines to the Service Provider arising from this Agreement entered into between the Parties, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent.
- 3.5 SriLankan Airlines shall be entitled to withhold from any payments due to the Service Provider any sums of money required to be withheld or deducted by SriLankan Airlines under any law or regulation for the time being in force or pursuant to this Agreement and/or any liquidated damages to be paid by the Service Provider to SriLankan Airlines pursuant to this Agreement.
- 3.6 The Service Provider shall send Tax/SVAT invoice SriLankan Airlines monthly, on arrears basis and shall send the invoice on or before 10th day of the following month in respect of Services provided in the previous month pursuant to this Agreement. SriLankan Airlines shall settle the invoices within 45 days from of the date of receipt of the invoices. In the event an invoice or part thereof is disputed, SriLankan Airlines shall pay the undisputed amount as stated therein. Upon any dispute with regard to the payments payable under the invoices in respect of any given month, the Service Provider shall promptly provide necessary clarifications and/or corrections to SriLankan Airlines. SriLankan Airlines shall pay the disputed amount due, if any, after the resolution of the determination of the dispute within fourteen (14) days of the resolution of such dispute.
- 3.7 All the invoices should be forwarded to SriLankan Airlines marked attention to the officer mentioned in Schedule C.
- 3.8 Payment shall be made in Sri Lankan Rupees by way of cheque drawn in favour of the Service Provider to the bank account set forth under Schedule B.

- 3.9 Either Party shall be responsible for payment of any taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislations and/or regulations.
- 3.10 Value Added Tax (VAT) is excluded from the rates and prices set forth in Schedule B and shall be payable by SriLankan Airlines.
- 3.11 SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the Service Provider and/or the Service Provider's employees. Taxes that arise on the income of either Party will be the responsibility of each such Party.
- 3.12 Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment due to the Service Provider as per the tax laws of Sri Lanka.
- 3.13 Personal income tax and corporate income tax of the Service Provider, the Service Provider's employees payable in Sri Lanka shall be borne by the Service Provider.

4. LIABILITY & INDEMNITY

- 4.1 The Service Provider shall indemnify and hold harmless SriLankan Airlines, its directors, officers, employees, agents, sub-contractors free and clear from and against any and all losses, demands, proceedings actions, costs, expenses including legal fees, claims, damages and liabilities (whether or not they are third parties claims) that may arise pursuant to or connecting to:
- a) claims by any employee of the Service Provider made pursuant to this Agreement and/or under the Workmen's Compensation Ordinance or any other labour law for any bodily injury or death caused whilst in performing Services if such bodily injury or death is not attributable to negligence and/or wilful misconduct of SriLankan Airlines

- b) Claims by any employee of the Service Provider made pursuant to this Agreement on unpaid salaries, overtime, EPF, ETF, gratuity, or any claim related to termination/non-renewal of service contracts of such employees by the Service Provider or any failure of the Service Provider to discharge its responsibilities or contractual/statutory obligations towards its employees;
- c) accident, injury or death caused to any person or employees of SriLankan Airlines and /or customers of SriLankan Airlines and/or any third-party personnel arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);
- d) loss or damage to any property, properties of SriLankan Airlines, or properties of customers and/or third party arising out of any act or omissions of the Service Provider and/or any of its personnel or any other person acting for or on behalf of the Service Provider (whether such act is negligent or not);
- e) acts of theft, pilferage of property of SriLankan Airlines and/or its customers and/or its employees or any third party or other acts committed by the Service Provider or its personnel which cause financial loss or are likely to bring SriLankan Airlines into disrepute;
- f) improper provision of the Services provided under this Agreement by the Service Provider and/or its personnel;
- g) 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;
- h) breach of any obligations or provisions of this Agreement by the Service Provider and/or its personnel.
- i) Breach of any confidentiality requirements under this Agreement

- j) Claim of employment with SriLankan Airlines by the employees of the Service Provider
- 4.2 Notwithstanding, Clause 4.1 above, SriLankan Airlines may, without prejudice to its right to terminate this Agreement, require the Service Provider to pay SriLankan Airlines the total value of any property lost, damaged or pilfered by the Service Provider or its personnel.
- 4.3 SriLankan Airlines shall indemnify and hold harmless the Service Provider free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of any personnel of the Service Provider or damage to property of the Service Provider's personnel caused by SriLankan Airlines' gross negligence or willful misconduct.
- 4.4 In no event shall SriLankan Airlines be liable to the Service Provider for any punitive, exemplary, special, indirect, incidental or consequential damages (including but not limited to, lost profits, lost business opportunities, loss of use or equipment down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 4.5 The liabilities and obligations of the Service Provider under Clause 4 shall survive the expiration or termination of this Agreement.

5. INSURANCE

- 5.1 The Service Provider shall, without prejudice to its obligations under Clause 4 and condition precedent to this Agreement at its own cost, secure a Public liability insurance covering death, bodily injury and property damage (including damage to SriLankan Airlines property and / or injury, death caused to any employee or representative of SriLankan Airlines), for occurrence of each event for a limit of not less than Sri Lankan Rupee Five Million (LKR 5,000,000) in a form acceptable to SriLankan Airlines which shall be kept current and enforceable throughout the term of this Agreement. The insurance policy shall be extended to cover, but not be limited to, fire and explosion.

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

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

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

5.4 The Service Provider shall also arrange and keep in place an insurance policy on an all risk basis covering any equipment or items or stock or person effects of the

Service Provider and / or its employees for the replacement value of such equipment or items or stock or personal effects. Notwithstanding this clause SriLankan Airlines shall not be responsible for any loss or damage to such equipment or items or stock or personal effects of the Service Provider or its employees or representatives.

- 5.5 Insurance policies referred to in above clauses shall be arranged with a reputable insurance company acceptable to SriLankan Airlines Limited.
- 5.6 The Service Provider shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage.
- 5.7 The insurance coverage required by this Clause 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 material breach of this Agreement.

6. NON COMPLIANCE, BREACH AND NON-PERFORMANCE

- 6.1 In the event of the non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance by the Service Provider of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement;
 - a) terminate this Agreement as per Clause 8 of the Agreement: or
 - b) charge the Service Provider liquidated damages as specified in Schedule D: and/or
 - c) obtain the services of another contractor to carry out the Services to be provided hereunder, PROVIDED however that in the event any money is expended by SriLankan Airlines on account of the Service Provider's non-

compliance of the provisions of this Agreement or non-performance/partial performance or breach of its obligations under this Agreement, such said expenditure shall be re-charged from the Service Provider.

- 6.2 The Service Provider shall in the event of non-compliance by the Service Provider of the provisions of this Agreement or breach or non-performance/partial performance of its obligations under this Agreement make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in aforementioned such circumstances.
- 6.3 In addition to the above, SriLankan Airlines shall have the right of setting any other amounts as costs or damages arising from the Service Provider's non-compliance of the provisions of this Agreement or breach or non-performance/partial performance of its obligations of its obligations under this Agreement.

7.BANK GUARANTEE

7.1 The Service Provider shall at the execution of this Agreement, furnish SriLankan Airlines an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines in form and substance satisfactory to SriLankan Airlines, for the amount stipulated in Schedule B as security for the due and proper performance by the Service Provider of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or encashment of the bank guarantee) on such bank guarantee shall be borne by the Service Provider.

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

7.3 The bank guarantee shall remain in force throughout the Term of this Agreement and 90 days subsequent to the expiry of this Agreement or until all the obligations of the Service Provider are fulfilled, whichever is later.

7.4 The bank guarantee will be discharged by SriLankan Airlines and returned to the Service Provider within 90 days subsequent to the expiry of this Agreement or within 90 days

following the date of completion of Service Provider's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

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

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

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

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

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

7.10 In the event this Agreement is extended for further periods, the Service Provider shall renew the bank guarantee for the entire duration the Agreement is extended and further additional 90 days commencing from the date of expiry of the Agreement.

8. TERM & TERMINATION

8.1 This Agreement shall be valid for a period of [] year/s commencing from [] ("Effective Date") and ending on [], unless terminated earlier (hereinafter referred to as "**Term**"). This Agreement may be extended for a further period upon the mutual agreement of the Parties.

8.2 Notwithstanding anything contained under Clause 8.1, SriLankan Airlines may terminate this Agreement by issuing thirty days (30) prior written notice of termination to the Service Provider, without penalty and without assigning any reasons whatsoever. Such termination to take effect on the expiry of the notice period.

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

- (i) does not provide the Services envisaged under this Agreement at the Effective 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.

8.4 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 8.3 of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, services, as the case may be, similar to those unperformed under the Agreement, and the Service Provider shall be liable to SriLankan Airlines for any excess costs for such similar services procured by SriLankan Airlines. However, the Service Provider shall continue performance of the Agreement to the extent not terminated herein.

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

- (i) if the Service Provider enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt, with immediate effect; or

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

8.6 Either Party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other Party, if the other Party is in breach or material breach of any of the terms or conditions of this Agreement and the said breach is not remedied within thirty (30) days of receipt of written notice from other Party or immediately if the breach or material breach is incapable of remedy.

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

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

8.9 On termination of this Agreement by SriLankan Airlines on account of any of the grounds specified in Clause 8.4, 8.6 or 8.7 above, without prejudice to its right to claim liquidated damages, SriLankan Airlines shall be entitled to arrogate the bank guarantee provided by the Service Provider under this Agreement as a means to recover the losses or damages incurred by SriLankan Airlines as a result of the Service Provider's failure to perform this Agreement.

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

9. GOVERNING LAW AND JURISDICTION

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

9.2 Notwithstanding Clause 9.1 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.

10. FORCE MAJEURE

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

Agreement in a situation enumerated above, the payment to be made pursuant to Clause 3 hereof shall be proportionately reduced taking into account the rates set out in Schedule D.

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

11. GENERAL

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

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

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

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

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

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

11.7 This Agreement including Schedule A, B, C and D contains the entire agreement and understanding Parties and shall supersede all prior agreements, whether written or oral between the Parties hereto concerning the subject matter hereof. The terms and conditions of this Agreement shall not be altered, amended, varied or modified otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Service Provider.

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

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

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

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

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

11.13 Publicity: The Service Provider or its employees shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Service Provider or its employees shall not make, give or issue any press release or other press activity including social media involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval. This shall also include not using the name, logo, or brand of or refer to SriLankan Airlines directly or indirectly on any social media outlet (i.e., weblogs or “blogs,” wikis, and other forms of online publishing) including, but not limited to, Face book, Twitter or YouTube without SriLankan Airline’s prior written approval

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

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

(i) shall not relieve either Party of any rights and obligation which expressly or by implication survives termination (including Clause 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11);

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

the effectiveness of such termination or expiration or arising out of its obligations as to portions of the obligations already performed.

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

11.16 Intellectual Property Rights:

- (a) SriLankan Airlines does not grant the Service Provider any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines except as expressly authorised in writing by SriLankan Airlines and the Service Provider shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- (b) The Service Provider shall comply with any and all instructions issued by SriLankan Airlines in relation to the display of any designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights. Upon expiry or earlier termination of this Agreement, the Service Provider shall immediately cease and desist for all times from any use of or reference to SriLankan Airlines' intellectual property rights and shall return to SriLankan Airlines' copies or materials containing such intellectual property rights.

12. RIGHT TO AUDIT

The Parties hereby agree that SriLankan Airlines shall be entitled to audit the competency and capability of the staff deployed by the Service Provider under this Agreement by determining whether they are able to perform their assigned duties in a timely and satisfactory manner from time to time and to make recommendations on the corrective actions where necessary to ensure

the staff deployed by the Service Provider are according to the requirements of SriLankan Airlines. Such audits shall be carried out at a location determined by SriLankan Airlines, and the Service Provider shall fully co-operate with SriLankan Airlines to carry out the audit. The Service Provider shall comply and take steps to implement the corrective actions so recommended at its cost within a time period mutually agreed by the Parties. Failure to do so shall entitle SriLankan Airlines to terminate the Agreement forthwith by written notice without any liability to pay any penalty or compensation to the Service Provider. SriLankan Airlines shall be entitled to recover the cost of a re-audit if SriLankan Airlines is compelled to carry out a re-audit as a result of the failure of the Service Provider to implement the corrective measures recommended by SriLankan Airlines at the initial audit.

11.17 Definitions:

- (i) In this Agreement unless the context otherwise requires, the expressions set forth below have the meanings set opposite them when such expressions are used in this Agreement:
 - (a) **“Agreement”** means this Agreement including Schedule A, B, C and D duly executed by the Parties;
 - (b) **“Premises”** means the SriLankan Airlines premises located at ;Katunayake
 - (c) **“Party”** means individually either SriLankan Airlines Limited or the Service Provider and shall be collectively referred to as **“Parties”**.
- (ii) In this Agreement unless the context otherwise requires:
 - (a) headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and the construction of any of the provisions herein contained;
 - (b) references to any enactments, legislations shall include references to such enactments, legislations as re-enacted, amended, modified or extended and any subordinate legislation made under it;
 - (c) references to one gender include all genders and the singular includes the plural and vice versa;
 - (d) A warranty, representation or obligation of more than one person binds them jointly or severally;

- (e) references to persons include 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;
- (f) “including” means “including without limitation” and shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

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

SCHEDULE A

SCOPE OF SERVICES

1. THE FOLLOWING SERVICES SHALL BE PROVIDED BY THE SERVICE PROVIDER:

- 1.1 The Service Provider shall source, recruit, pre-qualify through skill testing and employ personnel and/or provide personnel to SriLankan Airlines in order to meet the labor requirement of SriLankan Airlines to carry out the trades set forth in Clause 2 of Schedule A and in accordance to the minimum requirement and qualifications set forth in Clause 3 of Schedule A.

2. MANPOWER REQUIREMENT

3. PREMISES

The Service Provider and or/its personnel shall carry out the Services at Katunayake and Colombo during all operational hours mentioned in Clause 2 of Schedule A.

4. MINIMUM REQUIREMENTS AND QUALIFICATIONS OF THE PERSONNEL PROVIDED BY THE SERVICE PROVIDER FOR THE PROVISION OF SERVICES

5. GUIDELINES FOR THE UNIFORMS, TRAINING, TRANSPORT, AIRPORT PASSES & WORKING HOURS.

SCHEDULE B

FEES AND ACCOUNT INFORMATION

1. Fees and Rates

1.1

2. Account Information

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

	Payee:
	Bank
Name & Branch:	
	Account
Number:	

3. Bank Guarantee

The Service Provider shall at the execution of the Agreement furnish to SriLankan Airlines an amount of LKR [] as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka as more fully stipulated under Clause 7 of the Agreement.

SCHEDULE C

NOTICES

1. Notices

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

(i) Operational Matters:

Manager Resourcing and HR Development
Human Resources Department
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake
Tel: +94197332242
Fax: +94197335250
Email: dulari.dahanayake@srilankan.com
Attention:

(ii) Invoices for Payments:

Senior Manager Financial Services
Financial Services Department,
SriLankan Airlines Ltd,
Airline Centre,
Bandaranaike International Airport,
Katunayake
Tel: +94197332709

Fax: +94197335283

Email: mahesh.nanayakkara@srilankan.com

Attention:

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

1.3 A notice shall become effective as follows:

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

SCHEDULE D

LIQUIDATED DAMAGES

Section VII. Performance Security

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

Beneficiary: _____ [Name and Address of Employer] _____

Date: _____

PERFORMANCE GUARANTEE/SECURITY No.: _____

We have been informed that _____ [name of Contractor/supplier] (hereinafter called „the Contractor”) has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the _____ [insert “construction / “supply”] of _____ [name of contract and brief description of Works or supply] (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 Contractor, we _____ [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount of figures] (_____) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the _____ day of _____, 20 _____ [insert 28 days beyond the scheduled contract completion date]. and any demand for payment under it must be received by us at this office on or before that date.

signature(s)