



**INVITATION FOR SUBMISSION OF BIDS FOR PROVISION OF TRANSPORT FOR SRILANKAN AIRLINES (OFFICE)
STAFF FOR 5 YEARS**

REFERENCE NO: 202630924

Chairman, Ministerial Procurement Committee,
SriLankan Airlines,
Commercial Procurement Department (General)
Airline Centre,
Bandaranayake International Airport,
Katunayake, Sri Lanka.

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), invites you to submit a bid for the Provision of transport for SriLankan Airlines (Office) staff for 5 years as specified in Section III - Schedule of Requirements. All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form (Annexure H), 07 working days prior to the Bid closing date to the following email address. 1.2 A virtual Pre-bid meeting will be organized via Ms Teams on the date and time specified in the section II Data Sheet. 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 below E-mails well in advance. ruvini.wijerathna@srilankan.com sandaruwan.silva@srilankan.com d.gunarathna@srilankan.com
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Bidders • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Bid Submission Form • Section V. General Conditions • Annexure A: Technical/General Specifications & Compliance form • Annexure B: Price Schedule Form • Annexure C: Bid security • Annexure D: Performance Security • Annexure E: Clientele Information Form • Annexure F: Vendor Information Form • Annexure G: Non-collusion Declaration • Annexure H: Bid Acknowledgement Form • Annexure I: Sample Contract

	C: Preparation of Bid (Mandatory)
3. Documents Comprising your Bid	3.1 The document shall comprise the following: • Sections IV: Bid Submission Form • Annexure A: Compliance Form • Annexure B: Price Schedule Form • Annexure C: Bid Security • Annexure E: Clientele Information Form • Annexure G: Non-collusion Declaration • Any other documents as required in Section 7
4. Bid Submission Form and Technical/ General Specifications & Compliance form	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form. Bidders are allowed to quote for single Category or selected categories. The cost quoted for the first three (03) years shall remain fixed without any price revision other than fuel revisions. Bidders are allowed to quote one-time price escalation applicable for the 4th and 5th years, as proposed by bidders for the. Such escalation shall not exceed ten percent (10%). 5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid for each category. 5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected unless stated in the Price Schedule.
6. Currency	6.1 The Bidders shall quote in Sri Lanka Rupees.

7. Documents to Establish Conformity of the Services	7.1 The Bidder shall submit following documents along with the bid for evaluation: (Mandatory) • Certificate of incorporation / Business registration certificate • Clientele with the numbers of vehicles deployed under the client and service contract duration using Form included in Annexure E. If necessity arise, SriLankan Airlines may check with the client to get confirmation on the experience. • Formal documents or award letters including numbers of vehicles deployed under each client, type of vehicles deployed and contract duration to demonstrate compliance with the of experience, current engagement and minimum fleet. • Copies of vehicle registration certificates issued by the Department of Motor Traffic and valid Revenue licenses for each vehicle. If the bidder has legal entitlement to use vehicles, copies of contract/s between the bidder and third party as a documentary proof of having required minimum fleet. • Audited Financial Statements for recent last 3 financial years together with Auditors report or from the inception of the business. In the event a Sole proprietor or partnership business failing to provide audited financial statements, such bidder shall provide Income statement, Balance sheet, Statement of cash flows certified by an Approved Accountant.
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 180 days after the bid submission deadline date.
9. Bid Security	9.1 The Bidder shall furnish as part of its bid, a Bid security according, using Form included in Annexure D. (Mandatory) 9.2 The bid security shall be in the amount specified in the Data Sheet and shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the purchaser, valid for a period of Twenty eight (28) days beyond the original validity period of the bid or beyond any period of extension.
10. Format and Signing of Bid	10.1 The bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.

D: Submission and Opening of Bid	
11. Submission of Bid	11.1 Bids shall be delivered by registered post, courier or by hand in a sealed envelope to the address: Chairman, Ministry Procurement Committee, Commercial Procurement Department, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake. 11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows. “Provision of transport for SriLankan Airlines (Office) staff for 5 years-Reference: 202630924” 11.3 The bidder shall submit the proposals in the price schedule forms attached at Annexure C. 11.4 If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance and provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance to the Bid closing date. Refer Section II, “Data Sheet”, clause 15.2 for contact details.
12. Deadline for Submission of Bid	12.1 Bid must be received by the SriLankan Airlines to the address set out in ITB Clause 11.1 above, and no later than the date and time as specified in the Data Sheet.
13. Late Bid	13.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 above.
14. Opening of Bids	14.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidder/s on date and time specified in the Data Sheet. 14.2 A representative of the bidder/s may be present and confirm its attendance. 14.3 Presence of the Bidder/s will not necessarily ensure the selection of the proposed goods.

F: Evaluation and Comparison of Bid	
15. Clarifications	15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered. 15.2 SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines' email address specified in the Data Sheet.
16. Responsiveness of Bids	16.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received. 16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.
17. Evaluation of bid	17.1 The bids will be subjected to evaluation based on the following criteria: Preliminary Bid Evaluation A. Substantially responsiveness to the bidding document - Bid's responsiveness is to be based on the contents of the Bid itself. B. Minimum eligibility • A registered business • Bidder should have minimum 2 recent years' experience in providing passenger transportation and under the same registered business name. (If the registered business name change recently, bidder should provide required documents as to ascertain whether the Service Provider continues to be the same entity even after a name change.) Given the nature of the change, additional documents may be needed (such as letters of confirmation). • Currently providing passenger transportation for corporate sector/government institution • Providing passenger transportation with a minimum fleet of 05 motor coaches with minimum seating capacity of 21 seats (without driver and jumping seats) • Minimum Annual Turnover equal to the Average Annual Contract Value (Annual Bid value), for the past recent 2 years. [Minimum Annual Turnover = Average Annual Contract value] • Any bidder whose contract have been terminated by SriLankan Airlines during recent past 3 years due to performance issues will be disqualified.

	* Any bidder non-complying to eligibility criteria will not be considered for further evaluation. B. Determination of the lowest-evaluated bid/s for whole contract The three categories will be evaluated separately. The cost quoted for the first three (03) years shall remain fixed without any price revision other than fuel revisions. Bidders are allowed to quote one-time price escalation applicable for the 4th and 5th years. Such escalation shall not exceed ten percent (10%). The total cost for the five (05)-year contract period will be calculated inclusive of the one-time price escalation applicable for the 4th and 5th years, as proposed by bidders. In the event a bidder proposes an escalation exceeding this limit, only a maximum of ten percent (10%) will be applied. SriLankan Airlines has the right to award the contract for the substantially responsive lowest evaluated single bidder or multiple bidders based on the most economical Category. D. Physical Inspection Bidder/s who shortlisted will be invited to present vehicles for physical inspection. All vehicles sufficient enough to operate the quoted category/s should be positioned at SriLankan Airlines premises at Katunayake, for physical inspection. Bidder shall present the documentary evidence in order to confirm the legal ownership (Vehicle registration certificates issued by the Department of Motor Traffic and valid revenue licenses) or legal entitlement to use the vehicles (copies of agreements signed with a 03rd party covering entire contract period of 5 years). All inspected and accepted vehicles shall use for service. Prior to commence the contract, if a permanent change of vehicle/s requires, same vehicle/s comply with mandatory specifications shall inspect and accept by the technical committee appointed by SriLankan Airlines along with the above required documents.
18. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	18.1 SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.

G: Award of Contract	
19. Acceptance of the Bid	19.1 SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued. 19.2 SriLankan Airlines has the right to award the contract for the substantially responsive lowest evaluated single bidder or multiple bidders based on the most economical Category.
20. Notification of acceptance	20.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted. 20.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it. 20.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract. 20.4 The Contract is extendable for a further 01 year period based on mutual agreement under same terms and conditions and supplier performance.
21. Performance Bond	21.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of 5% of the total value of the contract, using the Performance Security Form included in Annexure D. 21.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 28 days thereafter. 21.3 Failure of the successful Bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.

Section II: Data Sheet

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	
1.1	The Purchaser is: SriLankan Airlines Limited. Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranaike International Airport, Katunayake
1.2	Virtual Pre-bid meeting will be held on 11th August 2026 at 1400hrs . Sri Lankan time (GMT +5:30 Time Zone).
9.2	The amount of the Bid Security shall be, under which category/s the bid is offered (i.e if the offer is made for 2 categories, applicable amounts for the 2 categories shall be made). Applicable Bid Security values are: Category 01 - Colombo Based - LKR 2,879,500 Category 02 - Negombo & Negombo - Colombo Road - LKR 1,705,600 Category 03 - Via Minuwangoda & Gampaha - LKR 2,214,900 The validity of the Bid Security shall be until 21st March 2027 (28 days beyond the bid validity period).
12.1	Deadline for submission of bids is on or before 25th August 2026 at 1400hrs , SriLankan Time (GMT +5:30)
14.1	Bids will be opened on 25th August 2026 at 1400hrs , SriLankan Time (GMT +5:30) at Airline Centre, Bandaranaike International Airport, Katunayake.
15.2	For Clarifications /participating for bid opening/Pre bid meeting: d.gunarathna@srilankan.com ruvini.wijerathna@srilankan.com sandaruwan.silva@srilankan.com Telephone: 019733 2652/ 019733 2448

Section III - Schedule of Requirements

Line Item #	Description of Service	Duration
1	Provision of Transport for SriLankan Airlines (Office) Staff	5 Years

TRANSPORT SERVICES, ROUTES TIMING SCHEDULE

- The Service Provider shall perform the Transport Services for the following Routes in accordance to the Timing Schedule as detailed below:

The required seating capacity, and scheduled originating points for daily office staff transport is as follows:

TABLE 1 - COLOMBO BASED

NO	ORIGINATING POINT	PICK UP TIME FROM THE ORIGINATING POINT	REQUIRED SEATING CAPACITY
01.	KALUTARA	06:00 HRS.	NOT LESS THAN 58
02.	MORATUWA	06:10 HRS.	NOT LESS THAN 58
03.	HOMAGAMA	06:15 HRS.	NOT LESS THAN 58
04.	MALABE	06:30 HRS.	NOT LESS THAN 58
05.	THALAWATHUGODA	06:10 HRS.	NOT LESS THAN 58
06.	UDAHAMULLA	06:25 HRS.	NOT LESS THAN 45
07.	PILIYANDALA	06:10 HRS.	NOT LESS THAN 58

TABLE 2 - NEGOMBO & NEGOMBO - COLOMBO ROAD

NO	ORIGINATING POINT	PICK UP TIME FROM THE ORIGINATING POINT	REQUIRED SEATING CAPACITY
01.	MARAWILA	06:40 HRS.	NOT LESS THAN 58
02.	NEGOMBO	07:05 HRS.	NOT LESS THAN 58
03.	KELANIVIHARAYA	06:25 HRS.	NOT LESS THAN 58
04.	KIRIBATHGODA	06:40 HRS.	NOT LESS THAN 58
05.	HENDALA	06:55 HRS.	NOT LESS THAN 58

TABLE 3 - VIA MINUWANGODA & GAMPAHA

NO	ORIGINATING POINT	PICK UP TIME FROM THE ORIGINATING POINT	REQUIRED SEATING CAPACITY
01.	GAMPAHA VIA RADDOLUGAMA	06:30 HRS.	NOT LESS THAN 58
02.	NITTAMBUWA VIA GAMPAHA	06:25 HRS.	NOT LESS THAN 58
03.	NITTAMBUWA VIA VEYANGODA	06:50 HRS.	NOT LESS THAN 58
04.	MIRIGAMA	06:45 HRS.	NOT LESS THAN 58
05.	WARAKAPOLA	06:25 HRS.	NOT LESS THAN 58
06.	MINUWANGODA	07:10 HRS	NOT LESS THAN 58

2. The Service Provider shall ensure that the vehicles deployed for the performance of the day shifts shall arrive at BIA in accordance to the following arrival times:

This requires one in-bound journey from point of origin to the BIA Airline center in the morning (arrival time at BIA airline center by 07:45 hrs.) followed by one out-bound journey from the Airline center BIA to final destination (departure from BIA airline center by 16:40 hrs). These timings shall be subject to change based on operational requirements.

3. **Frequency of Operation of the Transport Services & Arrival /Departure instructions**

- 3.1 The transport route from originating points up to final destination Katunayake is as follows (Return transport to be operated from BIA on vice versa)

TABLE- 4 - COLOMBO BASE

NO	ORIGINATING POINT	TRANSPORT ROUTE ASSIGNED
01.	KALUTARA	KALUTARA WADDUWA PANADURA GELANIGAMA SOUTHERN HIGHWAY KATUNAYAKE
02.	MORATUWA	MORATUWA RATHMALANA MOUNT LAVINIA DEHIWALA WELLAWATTA BAMBALAPITIYA KOLLUPITIYA TOWN HALL MARADANA MALIGAWATTA ORUGODAWATTA KATUNAYAKE VIA EXPRESS WAY
03.	HOMAGAMA	GAMSABHA JUNCTION WIJERAMA NAVINNA WATTEGEDARA MAHARAGAMA PANNIPITIYA

		KOTTAWA SOUTHERN HIGHWAY KATUNAYAKE
04.	MALABE	MALABE KADUWELA JUNCTION ANGODA KOTIKAWATTE WELLAMPITIYA ORUGODAWATTE PELIYAGODA KATUNAYAKE VIA EXPRESS WAY
05.	THALAWATHUGODA	THALAWATHUGODA PELAWATTE BATTARAMULLA ATHUL KOTTE RAJAGIRIYA COTA ROAD BORELLA DEMATAGODA ORUGODAWATTE PELIYAGODA KATUNAYAKE VIA EXPRESS WAY
06.	UDAHAMULLA	UDAHAMULLA AMBULDENIYA JUNCTION KOTTE ROAD RAJAGIRIYA OBEYSEKARAPURA KOLONNAWA WELLAMPITIYA ORUGODAWATTE PELIYAGODA KATUNAYAKE VIA EXPRESS WAY
07.	PILYANDALA	PILYANDALA BORALESGAMUWA KOHUWALA NUGEGODA KIRULAPONE POLHENGODA NARAHENPITA BORELLA DEMATAGODA ORUGODAWATTE PELIYAGODA KATUNAYAKE VIA EXPRESS WAY

TABLE 5 - NEGOMBO & NEGOMBO -COLOMBO ROAD

NO	ORIGINATING POINT	TRANSPORT ROUTE ASSIGNED
08.	MARAWILA	MARAWILA KATUNERIYA WENNAPPUWA NAINAMADAMA KOCHCHIKADE NEGOMBO KURANA KATUNAYAKE

09.	NEGOMBO	NEGOMBO KOPPARA JUNCTION THELWATTE JUNCTION KURANA 18 TH MILE POST KATUNAYAKE
10.	KELANIYA	KELANIYA THORANA JUNCTION KIRIBATHGODA KADAWATHA RAGAMA MAHABAGE JA-ELA SEEDUWA 18 TH MILE POST KATUNAYAKE
11.	KIRIBATHGODA	KIRIBATHGODA HUNUPITIYA WATTALA JUNCTION MAHABAGE KANDANA JA-ELA SEEDUWA 18 TH MILE POST KATUNAYAKE
12.	HENDALA	HENDALA JUNCTION KERAWALAPITIYA NAYAKAKANDA ELAKANDA USWETAKEIYAWA EPAMULLA JUNCTION BOPITIYA DELATHURA THUDELLA DANDUGAMA 18 TH MILE POST KATUNAYAKE

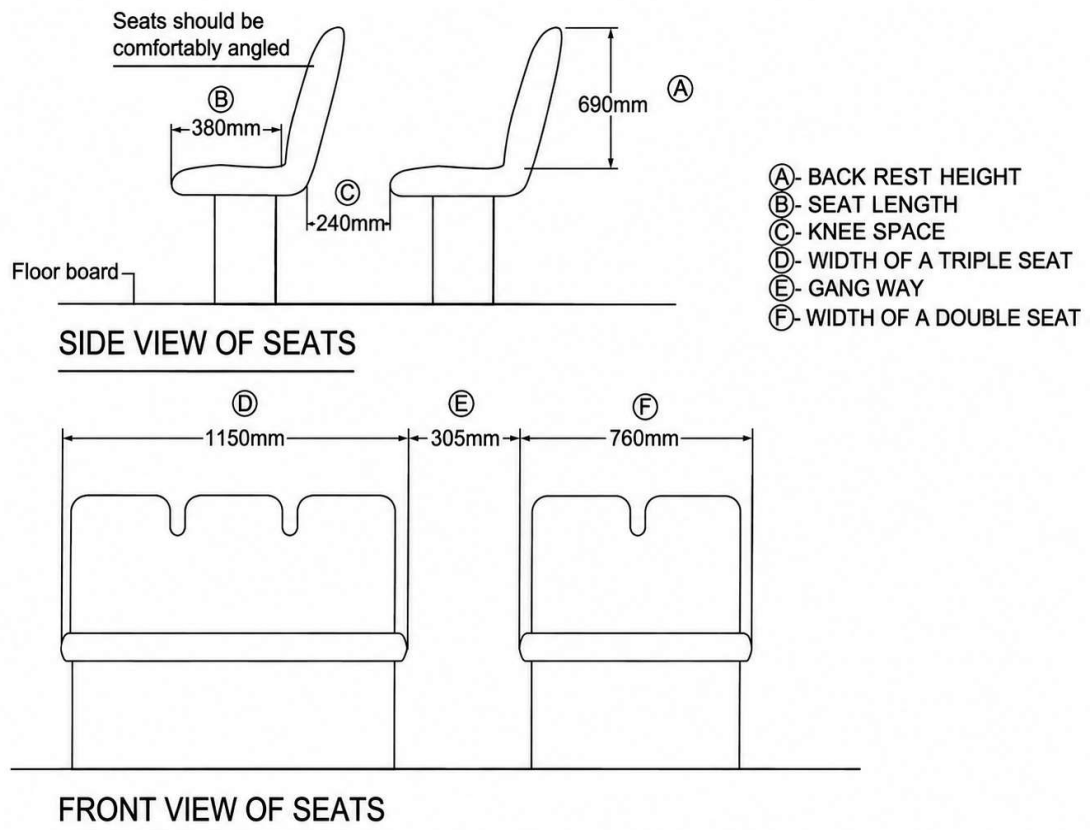
TABEL 6 - VIA MINUWANGODA & GAMPAHA

NO	ORIGINATING POINT	TRANSPORT ROUTE ASSIGNED
13.	GAMPAHA VIA RADDOLUGAMA	GAMPAHA UDUGAMPOLA KOTUGODA RADDOLUGAMA SCHEME BUS STAND SEEDUWA 18 TH MILE POST KATUNAYAKE
14.	NITTAMBUWA VIA GAMPAHA	NITTAMBUWA KALAGEDIHENA MIRISWATTA GAMPAHA MINUWANGODA VIA AMBAGAHA JUNCTION ANDIAMBALAMA

		KATUNAYAKE
15.	NITTAMBUWA VIA VEYANGODA	NITTAMBUWA VEYANGODA RAILWAY STATION NAIWALA MINUWANGODA ANDIAMBALAMA KATUNAYAKE
16.	MIRIGAMA	MIRIGAMA DIVULAPITIYA NILPANAGODA MINUWANGODA ANDIAMBALAMA KATUNAYAKE
17.	WARAKAPOLA	WARAKAPOLA PASYALA NITTAMBUWA VEYANGODA MINUWANGODA ANDIAMBALAMA KATUNAYAKE
18.	MINUWANGODA	MINUWANGODA KOPIWATTA YATIYANA PEELLAWATTA ANDIAMBALAMA KATUNAYAKE

4. The bidder will be able to operate buses either on E3/A3 roads from Peliyagoda to Katunayake & from Ja- Ela to Katunayake.
5. The transport service should be provided on Monday to Friday (excluding public and company holidays) as well as during any emergency situation in the country.
6. On the Route, the service provider shall ensure that the vehicle deployed for the in-bound journey arrive at the final drop-off point as per schedules given in tables 1, 2 & 3.
7. The Service Provider shall ensure that the vehicles deployed for the out-bound trips depart from the Airline Center BIA premises and stop at pre-specified point i.e. Airline Centre BIA and SriLankan Airlines cargo terminal and proceed onwards to the final destination.
8. case of a delay the service provider should obtain the signature of the coordinator appointed by SriLankan Airlines on the daily occurrence sheet.
9. SriLankan Airlines will not provide parking facilities to the service provider.
10. Ensure only authorized personnel of SriLankan Airlines travel in the transport.
11. Year of Manufacture of vehicles - 2019 or later
All air-conditioned or non-air-conditioned vehicles provided pursuant to this Agreement shall not be more than eight (08) years old from the year of manufacture at any time during the term of this Agreement.
12. The Company shall ensure that vehicle specifications (i.e. leg space, seat pitch, seat width and length) are as per the recommendations of the RMV / DMT and other statutory obligations.
13. Suspension system - Suspension system must be comfortable for passenger transport
14. All buses over 40 seats should be double door buses
15. Non-air-conditioned vehicles registered / to be registered as a Motor coach
16. Buses should be equipped with:
 - Overhead luggage rack

- Fire extinguishers
 - First aid kits
 - Spare wheel
 - Wheel brace and Jack
17. Emergency exit door should not be obstructed.
18. To minimize the sound of the engine it should be covered with sound proof padding
19. Windows should be fitted with suitable curtains to avoid sunlight coming in/ glasses should be tinted to achieve same, and to be comfortable for passengers. There should be adequate ventilation.
20. Seats should be with headrests
21. Seats should be comfortable and with minimum leg space as per the attachment below;
- Back rest height - 690mm
 - Seat length - 380mm
 - Knee space - 240mm
 - Width of a triple seat - 1150mm
 - Gang way - 305mm
 - Width of a double seat - 760mm



22. RECORDS

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

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

22.3 Delay Reports:

- a) Delay reports (as applicable) for any delay occurred under any Transport Service performed by the Service Provider shall be maintained by the Service Provider in accordance with form set forth in Format “B” below and shall be submitted by the Service Provider to SriLankan Airlines in both Sinhala and English language.
- b) The Service Provider shall record the following information in the Delay reports for any delay occurred under any Transport Service performed by the Service Provider:
 - (i) A Delay report should include all delays, times and reasons for such delays of trips occurred under each Route.
 - (ii) A Delay report shall be duly certified by an authorized officer of the Service Provider and shall be forwarded to SriLankan Airlines at the end of every fortnight along with the Log sheet.

4. Nil Reports:

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

Format “A” - Log Sheet

<u>Transport Log Sheet</u>		
Route	.....	
Date	.....	
Vehicle Number	.....	
Scheduled Departure	.....	
Actual Departure	.....	
Scheduled Arrival	.....	
Actual Arrival	.....	
Availability of Conductor	Yes ☐	No ☐
<u>Reason for delay (If applicable)</u>		
Signature of UL Staff	Staff No	16
.....		

Format “B” - Delay Report

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

23. Vehicle Name Boards - The Service Provider shall ensure that the name boards displayed on the vehicles used to perform the Transport Services pursuant to this Agreement shall display the following words clearly along with the SriLankan Airlines logo:

‘Office Staff Transport
SriLankan Airlines Limited’

AND

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

ROUTE	CODE
Kalutara	KLT
Moratuwa	MOR
Homagama	HOM
Malabe	MLB
Thalawathugoda	TLW
Udahamulla	UDH
Piliyandala	PIL
Marawila	MAR
Negombo	NEG
Kiribathgoda	KIR
Hendala	HEN
Kelaniya	KEL
Gampaha via Raddologama	GVR
Nittabuwu via Gampaha	NIT/GMP
Mirigama	MIR
Nittabuwu via Veyangoda	NIT/VEY
Warakapola	WAR

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

Section IV - Bid Submission Form

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

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements for Provision of Motor Cars (Without Driver) on Hire to SriLankan Airlines.
- (c) The unit price of our bid is (excluding taxes): [insert the individual Category cost in words and figures];

Colombo Based - LKR

Negombo & Negombo - Colombo Road - LKR

Via Minuwangoda & Gampaha - LKR

- (d) The total price of our bid is (excluding taxes): [insert the total contract value for 5 years in words and figures];
- (e) Our bid shall be valid for the time specified in ITB Clause 8.1
- (f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) Bid Security is attached and same is valid for a period of 148 days after the bid submission deadline date.

Signed:

Name:

Date

Section V - General Conditions

1. Liquidated Damages;

- a) If the Service Provider fails to make the vehicle/s required for the performance of the transport services at the agreed times set forth in the Timing Schedule at the original pick-up points set out in the table 01,02,03 Section III - Schedule of Requirements, the Service Provider shall be charged liquidated damages as below,
 - i) Delays from 0 - 15 minutes more than three occasions on a particular route occurring at the originating points, within a period of one (1) calendar month, SriLankan Airlines shall charge liquidate damages of thirty percent (30%) on the contracted per day (two way) trip cost from fourth and thereafter each such delay on a particular route.
- b) In the event the service provider fails to arrive BIA Airline center at the scheduled time the following penalties will be applied;
 - i) for delays from the third occurrence onwards attributable to the Service Provider of more than (15) minutes on a particular route occurring at the arrival points in BIA, within a period of one (1) calendar month, SriLankan Airlines shall charge liquidate damages of ten percent (10%) on the contracted per day (two way) trip cost for each such delay on a particular route if bus is departed schedule time from the originating point.
- c) In the event the Service Provider fails to assign a conductor to a vehicle, SriLankan Airlines reserves the right to impose liquidated damages equivalent to ten percent (10%) of the agreed per-day (two-way) trip cost, calculated on a per one-way trip basis.
- d) In the event the number of seats in the vehicle provided by the Service Provider for the transport service is less than the number of seats as agreed per vehicle, SriLankan Airlines may deduct Rs. 230/- per seat per trip or the cost of alternate transport arrangements made by SriLankan Airlines whichever is higher.
- e) In the event of losing or mishandle the Service Provider provided proximity card, the value of the proximity card (Rs 1,000.00 per card) will be charged from the Service Provider from the monthly bill.

ANNEXURE A- Technical/General Specifications & Compliance Form

Name of the Bidder:

Running Number	Technical Specification clause	Bidder's Response (Yes/No)	If 'No' comments
A.	Year of Manufacture of vehicles: 2019 or later		
B.	Suspension system - Suspension system must be comfortable for passenger transport		
C.	All buses over 40 seats should be double door buses		
D.	Non-air-conditioned vehicles registered / to be registered as a Motor coach		
E.	Buses should be equipped with: • Overhead luggage rack • Fire extinguishers • First aid kits • Spare wheel • Wheel brace and Jack		
F.	Emergency exit door should not be obstructed.		
G.	To minimize the sound of the engine it should be covered with sound proof padding		
H.	Age of the vehicles: Age of the vehicles should not be more than eight (08) years old from the year of manufacture at any time during the term of this Agreement.		
I.	Windows should be fitted with suitable curtains to avoid sunlight coming in/ glasses should be tinted to achieve same, and to be comfortable for passengers. There should be adequate ventilation.		
J.	Seats should be with headrests		

Running Number	Technical Specification clause	Bidder's Response (Yes/No)	If 'No' comments
K.	Seats should be comfortable and with minimum leg space as per the attachment provided in Section III - Schedule of Requirements; • Back rest height - 690mm • Seat length - 380mm • Knee space - 240mm • Width of a triple seat - 1150mm • Gang way - 305mm • Width of a double seat - 760mm		

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

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

Date: *[Insert date]*

ANNEXURE B: Price Schedule Form

Name of the Bidder :

Description of Service - Provision of transport for SriLankan Airlines (Office) staff for 5 years

Route	Total Kilometres Per 2-way trip per day	Total Rate Per 2-way trip per day (1st year - 3rd year) A	Total Cost for Years 1-3 (in LKR excluding VAT) $B = A \times 21 \times 36$	One-Time Escalation (%) C	Total Rate Per 2-way trip per day (4th year - 5th year) $D = A \times (1+C)$	Total Cost Years 4-5 (in LKR excluding VAT) $E = D \times 21 \times 24$	Total Cost 5 Years $F = B + E$
COLOMBO BASED							
KALUTARA	181.8						
MORATUWA	105.4						
HOMAGAMA	118.8						
MALABE	93.6						
THALAWATHUGODA	84						
UDAHAMULLA	85						
PILIYANDALA	94.4						
Estimated total cost for 5 years for the category							

Route	Total Kilometres Per 2-way trip per day	Total Rate Per 2-way trip per day (1st year - 3rd year) A	Total Cost for Years 1-3 (in LKR excluding VAT) $B = A \times 21 \times 36$	One-Time Escalation (%) C	Total Rate Per 2-way trip per day (4th year - 5th year) $D = A \times (1+C)$	Total Cost Years 4-5 (in LKR excluding VAT) $E = D \times 21 \times 24$	Total Cost 5 Years $F = B + E$
NEGOMBO & NEGOMBO - COLOMBO ROAD							
MARAWILA	66.8						
NEGOMBO	22.4						
KELANIVIHARAYA	78.4						
KIRIBATHGODA	58.6						
HENDALA	57.6						
Estimated total cost for 5 years for the category							

Route	Total Kilometres Per 2-way trip per day	Total Rate Per 2-way trip per day (1st year - 3rd year) A	Total Cost for Years 1-3 (in LKR excluding VAT) $B = A \times 21 \times 36$	One-Time Escalation (%) C	Total Rate Per 2-way trip per day (4th year - 5th year) $D = A \times (1+C)$	Total Cost Years 4-5 (in LKR excluding VAT) $E = D \times 21 \times 24$	Total Cost 5 Years $F = B + E$
VIA MINUWANGODA & GAMPAHA							
GAMPAHA VIA RADDOLUGAMA	50						
NITTAMBUWA VIA GAMPAHA	74.2						
NITTAMBUWA VIA VEYANGODA	55.6						
MIRIGAMA	65.2						
WARAKAPOLA	87.2						
MINUWANGODA	17.6						
Estimated total cost for 5 years for the category							

Payment term:

Manufacturer recommended fuel type as per owner's manual:

Price per liter of Manufacturer recommended Fuel type:

Date:

Notes:

- The working days per month are estimated as 21 days.
- If any bidder wishes to quote for a single category, all routes under the same category shall be quoted in order to treat the bid as responsive.
- All rates shall exclude highway toll fee. The use of the highways is compulsory when requested by SriLankan Airlines. If any highway is used, the government approved toll charge for the relevant highway/vehicle category will be reimbursed.
- Rates shall be quoted in Sri Lankan Rupees (LKR).
- Minimum 45 days credit period is required
- The rate for each route shall be adjusted (increase or decrease) if the price of the manufacturer-recommended fuel changes from the fuel price prevailing at the bid submission deadline, in accordance with the following formula

$$\text{Cost per KM} = \frac{\text{Increase / Decrease amount of fuel cost}}{\text{No. of operating KM's per Litre (3.5 km)}}$$

$$\text{Increased / Decreased Rate per day} = \text{Existing rate per day} \pm \text{No. of Km per day} \times \text{Cost per Km}$$

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

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

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

Date: [Insert date]

ANNEXURE C: Bid Security

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

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

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

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

Date:

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

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

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

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

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ---- *(insert date)*

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

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

ANNEXURE D : Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into the Contract dated ----- with you, for the -----Supply of -----[name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Bidder, we -----[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[amount in figures](-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

[signature(s)]

ANNEXURE E: Clientele Information Form

	Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Numbers of vehicles deployed under the client	Type of vehicle with seating capacity	Service contract duration (in exact dates)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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

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

Date: [Insert date]

ANNEXURE F: VENDOR INFORMATION FORM

(To be filled by the Bidder)

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 the agent (if any)	
Section B - Details of Directors, Shareholders and related parties	
1. Name(s) of Directors	
2. Name(s) of Shareholders	

3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

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

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C - Business verification : Duly signed and stamped copy of above document to be supported by the following documents	
☒ Tick the appropriate boxes	
☐ 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 Declaration (Mandatory)

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID SHALL BE REJECTED

Annexure III of Chapter 01
(Procurement Guideline Reference - 1.5)

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

ANNEXURE H: Bid Acknowledgement Form

IMPORTANT

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

.....
Invitation for Submission of Bids for
Reference No - .../.... is hereby acknowledged.

☐

You may expect to receive our proposal on or before

.....
.....

☐

We do not intend to submit a proposal because

.....
.....

Item

Name of Bidder

Address

Contact Person

Telephone Number

Email Address

Details

[Insert Full Legal Name]

[Insert Mailing Address]

[Insert Name and Designation]

[Insert Phone Number]

[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed:

Designation :

Company :

Date :

Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.

Annexure I : Sample Contract (Content of the contract will be changed as per the specifications stated in bidding document)

AGREEMENT FOR PROVISION OF TRANSPORT SERVICES

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

By and between

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

And

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

Whereas SriLankan Airlines is an international commercial airline;

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

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

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

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

1. SCOPE

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

the Timing Schedule set forth in Annex 1(hereinafter referred to as "**Transport Services**").

2. THE OBLIGATIONS OF THE SERVICE PROVIDER

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

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

- (k) fully maintained at the expense of the Service Provider during the Term of the Agreement.

2.2. The Service Provider shall:

- (a) maintain and submit the Records as set forth in **Annex 3** in respect of all Transport Services performed pursuant to this Agreement;
- (b) at its own cost and expense, position one or more of its representatives in a suitable office which shall be located within a radius of five (05) kilometers on the public road from the SriLankan Airline's premises at the BIA, who shall be contactable on a mobile phone, land telephone line, Facsimile, email and shall be in contact with the Service Provider's Head Office and SriLankan Airlines on a 24 x 7 basis to co-ordinate the operation of the Transport Services to be provided under this Agreement;
- (c) at its own expense, ensure that telephone, email and facsimile operational connectivity is available between the Service Provider's Head Office and its representative located as per Clause 2.2.(b) above on a 24 x 7 basis including public, mercantile and statutory holidays to enable SriLankan Airlines to contact the Service Provider or its representative;

(d) obtain all security clearance and passes for its drivers, conductors and any other relevant representative of the Service Provider, and the vehicles deployed for the performance of the Transport Services in order to enter SriLankan Airlines' premises and BIA premises according to the rules and regulations prescribed by the Airport and Aviation Services (Sri Lanka) Limited (AASL) and the Ministry of Defense, SriLankan Airlines and any other relevant authorities. Any expenses/costs incurred in respect of the aforementioned shall be borne by the Service Provider;

(e) ensure that its employees comply with all security and other directions and regulations set out by SriLankan Airlines and other relevant authorities in relation to access to persons and property in the BIA and SriLankan Airlines' premises at Katunayake and working in the said locations;

(f) have dedicated staff to operate the vehicles who are equipped with a mobile phone with hands free equipment and the mobile phone number has been submitted to SriLankan Airlines;

(g) that the vehicle deployed for the Transport Services and the drivers operating the said vehicles are contactable throughout and or before commencement of any journey and deploy a conductor for vehicles as required by law;

(h) be responsible for hiring and training all drivers and shall ensure that the drivers who are deployed for the performance of the Transport Services pursuant to this Agreement:

(i) holds valid driving licenses to operate the vehicles;

(ii) adhere to all applicable laws and regulations in the discharge of their duties

(iii) are properly attired at all times during the performance of the Transport Services and whilst in BIA and SriLankan Airline's premises;

(iv) are medically fit (particularly vision, Colour blindness and hearing tests must be passed by all drivers). Medical certificates issued by a government registered medical institute / practitioner to verify the physical fitness to operate the service should be submitted by the service provider at the request of Sri Lankan Air lines ltd

(v) are capable to operate the vehicles on the Routes as they are deployed, at all times during the Transport Services.

(i) have dedicated conductors for each vehicle deployed for the Transport Services.

- (j) comply with all labour and licensing rules and regulations applicable to drivers and conductors of vehicles and ensure that all drivers are sufficiently rested at the commencement of the Transport Services to be provided for each Route pursuant to this Agreement.
- (k) at its own expense, ensure that the drivers and conductors are properly attired in appropriate uniforms, which shall be in a presentable and clean condition at all times during the performance of Transport Services and whilst in BIA and SriLankan Airline's premises. The uniforms provided must be distinct in colour and design from those of SriLankan Airline's employees and from other Companies working in SriLankan Airline's premises and any uniforms provided for the drivers and conductors by the Service Provider shall be approved by SriLankan Airlines prior to the Commencement Date.
- (l) Ensure that all following documents are kept in the vehicles at all times when deployed for the performance of the Transport Services:
 - (i) valid revenue license for the vehicle (original)
 - (ii) valid insurance certificate of the vehicle (original)
 - (iii) current vehicle emission test certificate (original)
 - (iv) Fitness Certificate (original)
 - (v) A copy of the registration book
 - (vi) Any other document/s as required time to time, according to the applicable laws of Sri Lanka
- (m) Accept as passengers only those persons carrying duly authorized SriLankan Airlines' staff identity card and a transport pass designated for the particular Route.
- (n) Permit the authorized representatives of SriLankan Airlines to carry out as and when requested by SriLankan Airlines, spot checks on the vehicles, drivers and conductors deployed for the performance of the transport Services as well as the documents referred to in clause 2.2 (l) carried in any vehicle during the Term of this Agreement.
- (o) Display the name boards displaying the wording and details specified in **Annex 4** in all vehicles clearly, in a prominent place only during the performance of the transport services hereunder. For the avoidance of doubt, the name board shall only be displayed in the vehicles during the transportation of the Employees in day and night trips;
- (p) Forward to SriLankan Airlines, on a monthly basis, all records of servicing of vehicles periodic checks on brakes etc. in respect to the vehicles deployed for the performance of the Transport Services;
- (q) Ensure its employees safely operate the vehicles deployed hereunder for the Transport Services and in accordance to the legal requirements including all safety and transportation laws and regulations;
- (r) if charged by SriLankan Airlines, pay liquidated damages as required in Clause 12.1(b) and Annex 7 in the event the Service Provider fails to provide the Services or comply with its obligations under this agreement;

- (s) Not and shall ensure its employees shall not interfere in the work provided by other service providers or personnel of other service providers who are offering or providing services for SriLankan Airlines at the premises of SriLankan Airlines;
 - (t) Arrange for training for the drivers and the conductors for the performance of the Transport Services, at its own cost and expense, as and when required by SriLankan Airlines;
 - (u) Not to do or permit to be done and prevent its employees from doing at the Premises of SriLankan Airlines anything which would or may constitute an illegal act, a nuisance or cause a hindrance, annoyance or inconvenience to SriLankan Airlines or other service providers or which might interfere with SriLankan Airlines' Day to day business;
- 2.3. In the event of an ad-hoc change in the dedicated vehicle for a trip prior to the commencement of the Transport Services, the Service Provider shall specify reasons for such change and obtain prior approval for such change from SriLankan Airlines Officers designated in **Annex 5**. The Service Provider shall ensure that such alternate vehicle shall be in conformity to the specifications listed in **Annex 2**.
 - 2.4. The Service Provider shall ensure that any such ad-hoc changes shall not be for more than forty-eight (48) hours duration per occasion except for the ad-hoc changes for repairs and maintenance of the dedicated vehicles. The number of ad-hoc changes per month shall be limited to five (05) occasions. In the event of an ad-hoc change in the dedicated vehicle due to a repair or maintenance of the vehicle, the Service Provider shall inform SriLankan Airlines a tentative date for the redeployment of the vehicle for the Transport Service pursuant to this Agreement and shall provide an alternative vehicle to be deployed for the Transport Service with the written approval of SriLankan Airlines Officers designated in **Annex 5**.
 - 2.5. In the event a permanent replacement of a vehicle used for the Transport Service is required, the Service Provider shall inform same in writing to SriLankan Airlines Officers designated in **Annex 5** and with the written agreement of SriLankan Airlines replace such vehicle with a suitable alternate vehicle which shall conform to the specifications listed in **Annex 2**.
 - 2.6. The Service Provider shall at its own expense ensure that the vehicles deployed for the Transport Service are duly licensed, insured and registered under all applicable Government or local Government laws and regulations pertaining to the road operation, environmental protection and carriage of passengers.
 - 2.7. The Service Provider shall arrange all the security passes required for the vehicles to enter and/or exit SriLankan Airlines premises in order to perform the Transport Services hereunder. Any expenses/costs incurred in respect of the aforementioned will be borne by the Service Provider.
 - 2.8. The Service Provider shall not deploy or engage to perform the Transport Services hereunder any drivers who are reported for reckless driving and not abiding with the state speed limits.
 - 2.9. The Service Provider shall ensure that all vehicles assigned to perform the Transport

Services are positioned at scheduled drop off/pick up points.

- 2.10. In the event the Service Provider is not able to transport the Employees on its vehicles as per the terms of this Agreement including but not limited to due to an accident or breakdown of any of the vehicles deployed for the performance of the Transport Services or any vehicle is unfit/prohibited to be operated, the Service Provider shall promptly arrange and provide a substitute vehicle for the affected Employees in vehicles of equal or superior standard and quality, in a timely manner, in order to perform the Transport Services so that delays are not experienced by the Employees. Any additional expenses/costs involved on the alternative arrangement shall be borne by the Service Provider.
- 2.11. In the event the Service Provider is unable to provide a substitute vehicle as set forth under Clause 2.10 in a timely manner, SriLankan Airlines and/or the affected Employees shall have the right to arrange alternative transportation and the Service Provider agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the transportation incurred by SriLankan Airlines and/or the affected Employees.
- 2.12. In the event of an accident of any of the vehicles deployed for the performance of the Transport Services, the Service Provider shall ensure that a representative of the Service Provider will be available at the respective police station and/or Hospital to facilitate or address any requirements arising due to such accident. All incidents/accidents with the Employees on board shall be notified by the Service Provider and/or its drivers to SriLankan Airlines immediately.
- 2.13. The Service Provider must maintain an adequate substitute driver/conductor pool in order to ensure to perform the Transport Services and such substitute driver/conductor shall possess the ability to run the Transport Services as set forth under this Agreement.
- 2.14. The Service Provider shall obtain, keep valid and subsisting at all times during the Term of this Agreement all permissions, permits, registrations, licenses, authorizations and consents as may be required from time to time in respect of the operation of Transport Services for the purposes hereunder and for the performance of its obligations hereunder.
- 2.15. The Service Provider shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Transport Service as required hereunder. The Service Provider shall make reasonable efforts to have the ability and capacity to meet such requirements to perform the Transport Service in a timely and efficient manner.
- 2.16. In the event the Service Provider or its drivers fails to pick up or drop off the Employees at the stipulated locations for each Route and/or at BIA, as applicable, the Service Provider shall reimburse to SriLankan Airlines any cost and expenses incurred for the alternative transport arrangements for the performance of the Transport Services.

- 2.17. In the event the Service Provider fails to perform any of the Transport Services for any of the given Routes as set forth in Annex 1, SriLankan Airlines shall have the right to either terminate this Agreement (in whole or in part) or shall have the right to arrange alternative transportation for the pickup/drop off point for any such given Routes that the Transport Services was not performed and the Service Provider agrees to indemnify and reimburse SriLankan Airlines the costs/charges for the alternative transportation for the said pick up/drop off point arranged by SriLankan Airlines for any such given Routes that the Transport Service was not performed.

3. PARKING FACILITIES

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

4. RIGHTS, DUTIES AND OBLIGATIONS OF SRILANKAN AIRLINES

- 4.1. SriLankan Airlines may, at the Commencement Date or at any time during the Term of this Agreement, inspect any vehicle to be deployed for the purpose of performing the Transport Services under this Agreement, provided that the inspection, certification or approval of any vehicle by SriLankan Airlines shall not be deemed to be a waiver of the requirements set out in clause 2.1 (b) and 2.1 (c) and **Annex 2** or in any way relieve the adherence to the obligations of the Service Provider under clause 2 and **Annex 2** hereof.
- 4.2. SriLankan Airlines shall pay for the Transport Services according to the rates set out in **Annex 6**.
- 4.3. SriLankan Airlines may by giving not less than twelve (12) hours' notice, request the Service Provider to provide additional ad-hoc Transport Services on routes/dates on a 24 x 7 basis to be specified by SriLankan Airlines subject to availability of vehicles. Any additional ad-hoc Transport Services provided by the Service Provider under this Agreement shall be at the existing rates specified in **Annex 6** and Clause 7.1 or at rates mutually agreed by and between the Service Provider and SriLankan Airlines for Routes not specified in **Annex 1**.

- 4.4. Notwithstanding anything to the contrary stated herein, SriLankan Airlines may request the Service Provider not to re-deploy a particular driver and/or conductor who operate/s the vehicle on any of the Routes, if in the opinion of SriLankan Airlines such person is inappropriate or unsuitable to perform the Transport Services hereunder.
- 4.5. Performance of the Transport Service provided by the Service Provider will be reviewed quarterly/bi-annually/annually and /or on an ad-hoc basis by SriLankan Airlines based, but not limited to the following criteria:
- (a) Age, road-worthiness, cleanliness and maintenance of the vehicles
 - (b) Seating capacity & leg space
 - (c) Documents e.g. licenses
 - (d) Punctuality & safety
 - (e) Attitude of drivers and conductors
 - (f) Availability of conductors
- 4.6. SriLankan Airlines shall have the right to do spot checks on all vehicles used and all driver and conductors hired to perform the Transport Services pursuant to this Agreement.
- 4.7. SriLankan Airlines shall not be obligated or responsible to provide parking facilities for the Service Provider's vehicles at SriLankan Airlines premises.
- 4.8. SriLankan Airlines reserves the right to test the drivers for the use of alcohol or psychoactive substances, as and when required.
- 4.9. SriLankan Airlines reserves the right to request the Service Provider to produce any vehicles for further physical inspection periodically, and any new vehicles intended to be used for the performance of the Transport Services prior to such vehicles utilized to perform the Transport Services.

5. RATES AND PAYMENT

- 5.1. All Tax / Suspended VAT invoices raised by the Service Provider pursuant to the performance of the Transport Services shall be forwarded to SriLankan Airlines marked attention of the Officer designated for this purpose in **Annex 5**.
- 5.2. The Service Provider shall invoice SriLankan Airlines on monthly basis in arrears in respect of the Transport Services provided by the Service Provider for the previous month at the rates set out in **Annex 6**. The Service Provider shall only invoice SriLankan Airlines for the performance of actual journeys pursuant to this Agreement. No further payments shall be payable by SriLankan Airlines to the Service Provider in the event extra journeys have been provided by the Service Provider to the Employees without the express consent of SriLankan Airlines.

- 5.3. The Parties agree that the prices and/or rates set out in this Agreement (and Schedules hereto) shall be fixed for the duration of the Term and shall not be amended or increased during the Term, unless expressly agreed to in writing by SriLankan Airlines.
- 5.4. SriLankan Airlines shall settle all invoices submitted by the Service Provider within Forty-Five (45) days after the receipt thereof. In the event an invoice or part thereof is disputed, SriLankan Airlines shall pay the undisputed amount as stated therein. Upon any dispute with regard to the payments payable under the invoices in respect of any given month, the 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.
- 5.5. 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.
- 5.6. SriLankan Airlines shall be entitled to withhold or deduct from any payments due to the Service Provider or any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 5.7. All payments pursuant to this Agreement shall be in Sri Lanka Rupees and made by cheque to the account stipulated in **Annex 6**.
- 5.8. Either Party shall be responsible for payment of any taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislations and/or regulations.
- 5.9. Value Added Tax (VAT) are excluded from the rates and prices set forth in Annex 6 and shall be payable by SriLankan Airlines.
- 5.10. SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the 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.
- 5.11. Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment to due to the Service Provider as per the tax laws of Sri Lanka.
- 5.12. Personal income tax and corporate income tax of the Service Provider, the Service Provider's employees payable in Sri Lanka shall be borne by the Service Provider.

6. REVISION OF RATES

- 6.1. In the event of a fluctuation (increase or decrease) in the Basic Price of manufacturer

recommended Fuel type as per owner's manual as set out in **Annex 6**, the applicable rate for each route shall be adjusted (increase or decrease) based on the change in the manufacturer-recommended fuel price. For this purpose, the last revised fuel price prevailing at the time of adjustment shall be used as the reference for calculating the variation. For any increase / Decrease the calculation will be done as follows:

$$\text{Cost per KM} = \frac{\text{Increase / Decrease amount of fuel cost}}{\text{No. of operating KM's per Litre (3.5 km)}}$$

Increased / Decreased Rate per day = Existing rate per day $\pm$ No. of Km per day x Cost per Km.

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

7. VARIATIONS

- 7.1. Notwithstanding anything to the contrary stated in this Agreement, SriLankan Airlines may by giving 30 days written notice to the Service Provider shall have the right to withdraw, add, vary any of the Routes or pick up/drop off points/ originating points of the Routes or the Transport Services to be performed as set out in **Annex 1 ("Changes")**. Upon the agreement of such Changes, the Parties shall record such Changes by way of a written amendment to the Agreement. Such amendment shall record inter alia the proportionate adjustment to the rate per Route, if any, which shall be calculated at the rates set out in **Annex 7**.

8. BANK GUARANTEE

- 8.1. The Service Provider shall at the execution of the agreement, furnish SriLankan Airlines an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines, for the amount stipulated in **Annex 6**, as security for the due and proper performance by the Service Provider of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or enhancement) on such bank guarantee shall be borne by the Service Provider. The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2. The proceeds of the bank guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Agreement.
- 8.3. The bank guarantee will be discharged by SriLankan Airlines and returned to the Service Provider within 90 days of 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.

- 8.4. In the event, that the Service Provider fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the bank guarantee accordingly. In the event of an adjustment or deduction of the bank guarantee by SriLankan Airlines against any sums due from the Service Provider, the Service Provider shall within fourteen (14) days of the deduction submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the bank guarantee to its original amount.
- 8.5. SriLankan Airlines shall not make any payments under this Agreement to the Service Provider until SriLankan Airlines has received the bank guarantee as stipulated under clause 8 hereof.
- 8.6. The value of the bank guarantee may be varied at any time at the option of SriLankan Airlines and the Service Provider shall furnish an additional bank guarantee covering the entire amount within thirty (30) days of notification to the Service Provider.
- 8.7. SriLankan Airlines' rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines pursuant to this Agreement.

9. LIABILITY & INDEMNITY

- 9.1. The Service Provider shall be liable for and shall indemnify, defend and hold harmless SriLankan Airlines, its directors, officers, servants, agents, employees free and clear from and against all losses, costs, expenses (including legal fees), claims, liabilities, damages, demands, proceedings, actions of any nature whatsoever, whether or not involving a third-party claim, arising from or in connection to:
 - (i) death, accident, injury or delay caused to any person or Employees of SriLankan Airlines or employees of the Service Provider or any 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);
 - (ii) loss of or damage to any property or the vehicles utilized for the performance of the Transport Services or properties belonging to SriLankan Airlines or any of its Employees or any properties of third party arising out of any act or omissions of the 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);
 - (iii) claims by any employee of the Service Provider made pursuant to this Agreement and/or under the Workmen's Compensation Ordinance No. 19 of 1934 as amended or any other law or any failure of the Service Provider to discharge its responsibilities or obligations towards its employees;

- (iv) acts of theft, pilferage of property or other acts committed by the Service Provider or its personnel which cause financial loss or are likely to bring SriLankan Airlines into disrepute;
- (v) provision of the Transport Services provided under this Agreement by the Service Provider and/or its personnel;
- (vi) alleged infringement or violation of any laws, regulations or rights of any party by any act or omission of the Service provider and/or its personnel;
- (vii) failure by the Service Provider to perform or otherwise fulfil any covenant or other obligation hereunder or any breach or violation of any covenant or other obligation or duty of Service Provider under this Agreement or under applicable law;
- (viii) any breach of any representation or warranty by the Service Provider contained in this Agreement.

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

9.3. 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 the Service Provider's personnel's property caused by Service Provider's gross negligence or willful misconduct.

9.4. 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 vehicle down time) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

9.5. In no event shall SriLankan Airlines aggregate liability to the Service Provider in connection with this Agreement, however caused, exceed any amount payable by SriLankan Airlines for the provision of Transport Services by the Service Provider under this Agreement.

9.6. The liabilities and obligations of the Service Provider under Clause 9 shall survive the expiration or termination of this Agreement.

10. AUDIT AND INVESTIGATION

10.1 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to audit the level and standard of transport arrangement

provided by the Service Provider in accordance with the existing guidelines, internal policies of SriLankan Airlines and also in accordance with this Agreement. In the event, SriLankan Airlines deems it necessary; it will instruct the Service Provider to conduct special training for its staff in order to perform the Transport Service and the Service Provider shall ensure to abide by such instructions provided by SriLankan Airlines. Such audit shall be carried out at a location determined by SriLankan Airlines and the Service Provider shall comply and take immediate steps to implement the corrective action so recommended at its cost within a time period mutually agreed with SriLankan Airlines. Failure to do so shall entitle SriLankan Airlines to terminate this Agreement forthwith by written notice without any liability to pay any penalty or compensation to the Service Provider. SriLankan Airlines shall provide a minimum of 07 days' notice prior to the intended audit carry out once in six months. SriLankan Airlines shall be entitled to recover the cost of a re-audit if SriLankan Airlines requires to carry out a re-audit as a result of the failure of the Service Provider to implement the corrective measures recommended by SriLankan Airlines at the initial audit.

10.2 Notwithstanding anything provided in this Agreement, the Parties hereby agree that SriLankan Airlines shall be entitled to conduct investigations whenever necessary for any incident/ accident that will transpire in the course of providing Transport Service to transport its staff to and from stipulated locations. SriLankan Airlines shall conclude such investigations in respect of such incident/ accident within a reasonable time and shall notify to the Service Provider its findings including corrections, improvements implemented and preventive measures to be adopted by the Service Provider in the performance of the Transport Service. The Service Provider shall comply and take immediate steps to implement the improvements and any corrective actions recommended by SriLankan Airlines at its cost within a time period mutually agreed with SriLankan Airlines.

10.3 Performance of the Transport Service provided by the Service Provider will be reviewed periodically by SriLankan Airlines based on, but not limited to the following criteria:

- (i) The agreed standard safety devices utilized for the performance of the Transport Service;
- (ii) Road-worthiness & serviceability of vehicles utilized for the performance of the Transport Service;
- (iii) Cleanliness of vehicles utilized for the performance of the Transport Service;
- (iv) Attitude of drivers and conductors towards SriLankan Airlines staff in performing the Transport Service
- (v) The validity period of the vehicle revenue license of all vehicles utilized for the performance of the Transport Service;
- (vi) The validity period of all driver's license performing the Transport Service;

- (vii) Insurance and legal liability coverage provided for the passengers travelling on the vehicles deployed for the Transport Service.

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

11. INSURANCE

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

(i) Death/Bodily Injury Insurance Coverage

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

(ii) Third Party Property Damage Liability Coverage

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

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

11.2. Insurance policies referred to in Clause 11.1 above shall be arranged with a reputable insurance Service Provider with Island wide coverage acceptable to SriLankan Airlines Limited.

11.3. Waive rights of subrogation or action against SriLankan Airlines or its employees, agents, or persons travelling in the vehicle provided by the Service Provider pursuant to

this Agreement in connection with any losses or claim resulting from the performance of Transport Services by the Service Provider.

11.4. Service Provider shall also maintain a workmen's compensation insurance policy covering any of 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 the Service Provider shall not be liable for any injury / disease / death to any employee of the Service Provider howsoever caused

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

11.6. The insurance coverage required by Clause 11.1 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

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

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

12.1. In the event of the non-compliance by the 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 or failure by the Service Provider to make available the vehicle for the performance of the Transport Services as stipulated under Annex 1 of the Agreement or any delay in performing the Transport Services, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:

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

- 12.2. Notwithstanding clause 12.1, without prejudice to the right of SriLankan Airlines to charge liquidated damages, the Service Provider shall in any event of the occurrence of the causes mentioned in Clause 12.1 above make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in aforementioned such circumstances.

13. TERM AND TERMINATION

- 13.1. The Agreement shall be effective from the (“Commencement Date”) and shall continue to be valid for a period of (hereinafter referred to as “**Term**”), unless terminated earlier in accordance with this Agreement.
- 13.2. Notwithstanding anything to the contrary herein stated, SriLankan Airlines may terminate this Agreement on whatsoever ground by giving to the Service Provider thirty (30) days written notice. Such termination shall take effect on the expiry of the notice period.
- 13.3. If the Service Provider fails to make available the vehicle/s required for the performance of the Transport Services with valid driving license and other related documents as per Department of Motor Traffic (DMT) regulation without adherence to same SriLankan Airlines reserves the right to terminate the entire contract or the operation of the particular route.
- 13.4. SriLankan Airlines may terminate this Agreement immediately, in writing, without any penalty, in the event the Service Provider does not commence the Transport Services on the Commencement Date.
- 13.5. Either Party shall have the right to terminate this Agreement by written notice to the other, upon the happening of any of the following events:
- (a) if the other Party is in breach of any of the terms or conditions of this Agreement and fails to remedy such breach within thirty days from the date of receipt of written notice from other Party or immediately if the breach or material breach is incapable of remedy;
 - (b) if the other Party enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; or
 - (c) if the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade.
- 13.6. 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 Transport Services envisaged under this Agreement at the Commencement Date or in the manner required by SriLankan Airlines;
- (ii) does not comply with the requirements and/or notices of SriLankan Airlines;
- (iii) does not maintain or is not maintaining the work standard specified or implied herein to the satisfaction of or in the manner required or instructed by SriLankan Airlines from time to time; and/or
- (iv) does not perform or fails or is failing to perform or unable to perform or prevented from performing any of its obligations under this Agreement, for whatsoever reason.

13.7. In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to Clause 13.6 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.

13.8. 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 loses its licenses to provide the Transport Services contracted for under this Agreement, with immediate effect;
- (ii) 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;
- (iii) repeated breach of this Agreement by the Service Provider despite such breach are remedied by the Service Provider;
- (iv) if either Party cease to operate their business or its license to operate the is revoked/cancelled/seized.

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

13.10. 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.

13.11. On termination of this Agreement by SriLankan Airlines on account of any of the

grounds specified in Clause 13.3, 13.4, 13.5, 13.7 above, without prejudice to its right to claim liquidated damages, SriLankan Airlines shall be entitled to arrogate the bank guarantee provided by the 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.

- 13.12.** On termination of this Agreement, SriLankan Airlines shall be liable to make payment to the Service Provider for Transport Service duly performed in accordance with the terms of this Agreement up to the date of termination of this Agreement (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement). The 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 5.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1.** SriLankan Airlines shall with the prior written consent of the Service Provider be entitled to assign or transfer the whole Agreement or any part thereof to a subsidiary or associate Service Provider of SriLankan Airlines.
- 14.2.** The Service Provider's rights or obligations under this Agreement shall not be assigned, transferred or sub-contracted without the prior written approval of SriLankan Airlines.
- 14.3.** Such subcontracting of the work by the Service Provider shall not relieve the Service Provider from any liability or obligation under the Agreement for such portion of its obligations as are sub-contracted and the Service Provider shall be responsible for the acts, defaults and negligence of any Subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or negligence of the Service Provider.
- 14.4.** Any assignment of rights and obligations under this Agreement shall not increase the SriLankan Airlines obligations or diminish SriLankan Airlines rights under this Agreement. Any assignment made contrary to this clause shall not be valid or binding on SriLankan Airline.

15. FORCE MAJEURE

15.1. In the event that either Party shall (wholly or partly) is unable to carry out its obligations under this Agreement by reasons or causes beyond its reasonable control including by way of illustration acts of God or public enemy, civil war, insurrection, riots, fire, floods, explosions, earthquakes, war epidemics, quarantine restrictions, any act of governmental order which it could not be reasonably be expected foresee or avoid (excluding, however, strikes, lockouts or other labour 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. Upon the occurrence or imminent occurrence of any such event, the affected Party shall give the other Party immediate notice of such event thereof and where such notice is given verbally it shall be followed immediately in writing. The affected Party shall however as far as possible remedy such cause(s) with all reasonable dispatch and shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. For the avoidance of doubt, it is hereby stated that in the event the Service Provider is unable to provide the Transport Services pursuant to this Agreement in a situation enumerated above, the payment to be made pursuant to Clause 5 hereof shall be proportionately reduced taking into account the rates set out in **Annex 6**.

15.2. In the event if the period of delay or non-performance of the force majeure event continues for 4 weeks, the Party not affected may terminate this Agreement by giving 14 days' prior written notice to the affected Party.

16. NO PARTNERSHIP AND INDEPENDENT CONTRACTOR

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

16.2. The Parties agree that throughout the Term of this Agreement, the Service Provider's employees shall remain employees of the Service Provider. SriLankan Airlines shall not be bound to recruit any of the personnel employed by the Service Provider to provide Transport Services under this Agreement in whatsoever circumstances or shall be bound to absorb the said personnel to SriLankan Airlines.

17. REPRESENTATION AND WARRANTIES

17.1. Each Party represents and warrants that:

- (i) it is a corporate entity, validly organized and existing in good standing under the laws of its place of incorporation;
- (ii) it has the right, power and authority and ability to enter into and perform its obligations under this Agreement, and is under no obligation, contractual or otherwise, and is not aware of any litigation which might interfere with the performance of its obligations under this Agreement;
- (iii) it is not party to any agreement and it will not make any agreement inconsistent or in conflict with the terms hereof during the Term of this Agreement; and
- (iii) it will comply with all representations, obligations, covenants and agreements and perform all of its obligations and responsibilities herein contained and comply with all applicable laws in the exercise of its rights and the performance of its obligations hereunder;
- (iv) it has obtained all necessary licenses, approvals and consents to enter into this Agreement and discharge the obligations set out herein in the manner set out herein.

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

18. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

18.2. Notwithstanding Clause 17.1 of this Agreement, any dispute, controversy, or claim relating to this Agreement or the breach, termination or in-validity thereof, shall be first settled amicably. All information exchanged during these negotiations shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

19. NOTICE

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

20. GENERAL

- 20.1.** The rights and remedies of SriLankan against the Service Provider for the breach of any conditions and for any obligations by the Service Provider shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 20.2.** Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 20.3.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, illegal or unenforceable by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- 20.4.** Neither failure nor delay on the part of SriLankan Airlines to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by SriLankan Airline of any right, remedy, power or privilege preclude any other or further exercise of the same of any other right, remedy, power or privilege, nor shall any waiver by SriLankan Airline of any right, remedy, power or privilege with respect to any occurrence or the breach of any condition and obligations undertaken by the 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 Provider and will not be construed as a continuing waiver of the same or any other breach or default under the Agreement.
- 20.5.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20.6.** Time is of essence in the performance each and every obligation of the Service Provider.
- 20.7.** The Service Provider shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Service Provider shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 20.8.** This Agreement together with the Annex 1, 2, 3, 4, 5, 6 and 7 contains the entire agreement and understanding of the Parties and shall supersede all prior agreements, whether written or oral between the Parties hereto concerning the subject matter hereof. The terms and conditions of this Agreement shall not be altered, amended, modified or varied otherwise than by an instrument in writing executed by the duly authorized signatories of SriLankan Airlines and the Service Provider.
- 20.9.** The Service Provider shall maintain in confidence, in accordance with the standards of care and diligence that it utilizes in maintaining its own Confidential Information, any and all

Confidential Information received by it from SriLankan Airlines in connection with or in the course of performance of this Agreement. The Service Provider shall not and shall ensure its agents, employees, assistants or representatives do not disclose, divulge, use, publish or disseminate to any person any confidential information of SriLankan Airlines including information which it has obtained relating to the business affairs of SriLankan Airlines by reason of this Agreement without the prior written consent of SriLankan Airlines or unless required under the law. Disclosure to any such officers, directors, employees and representatives of the Service Provider shall be made in confidence and shall extend only so far, as may be necessary for the purposes of such performance of the portion of the Agreement. The Service Provider shall be liable for failure of any of its officers, directors, employees, agents and representatives to comply with this Clause 19.9 of this Agreement.

20.10. Termination or expiration of the Agreement for any reason:

- (i) shall not relieve either Party of any rights and obligation which expressly or by implication survives termination (including Clause 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 13, 15, 16, 17, 18 and 19);
- (ii) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, will not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of its obligations as to portions of the obligations already performed.

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

20.11. Intellectual Property Rights:

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

21. DEFINITIONS

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

- (a) **“Route”** shall mean any route commencing and ending at the locations set out in **Annex 1**;
- (b) **“Basic Price of manufacturer recommended fuel as per owner’s manual”** shall mean as stipulated in **Annex 6** or other revised amount as set out in any amendment thereto.
- (c) **“Party”** means individually either SriLankan Airlines Limited or the Service Provider and shall be collectively referred to as **“Parties”**.

21.2. In this Agreement unless the context otherwise requires:

- (i) headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and the construction of any of the provisions herein contained;
- (ii) references to any enactments, legislations shall include references to such enactments, legislations as re-enacted, amended, modified or extended and any sub-ordinate legislation made under it;
- (iii) references to one gender include all genders and the singular includes the plural and vice versa;
- (iv) A warranty, representation or obligation of more than one person binds them jointly or severally;
- (v) references to persons include includes natural persons, companies, corporations or any other juristic person or other corporate entity, partnerships, associations, and other organizations whether or not having a separate legal personality.
- (vi) “including” means “including without limitation” and shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized signatories to set their hands hereunto and to one other of the same tenor on the date first written above.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

FOR AND ON BEHALF OF
.....

Name :
Designation :

Name :
Designation :

Witness :

Witness :

Name :
Designation :

Name :
Designation :

Annex 1

TRANSPORT SERVICES, ROUTES TIMING SCHEDULE

Please refer to Section III – Schedule of Requirements.

Annex 2

SPECIFICATION OF THE VEHICLES

Type / age / year of manufacture / seating capacity

Route	Type of Vehicle (Make/Model)	Type of Assigned Vehicle (Make/ Model)	Assigned Vehicle Registration Number	Age/ YOM	YOM of Assigned Vehicle	Seating Capacity Required (excl jump seats)	Seating Capacity Provided (excl jump seats)
KALUTARA	Should be according to the specifications at any time					NOT LESS THAN 58	
MORATUWA	Should be according to the specifications at any time					NOT LESS THAN 58	
HOMAGAMA	Should be according to the specifications at any time					NOT LESS THAN 58	
MALABE	Should be according to the specifications at any time					NOT LESS THAN 58	
THALAWATHUGODA	Should be according to the specifications at any time					NOT LESS THAN 58	
UDAHAMULLA	Should be according to the specifications at any time					Not Less Than 45	
PILIYANDALA	Should be according to the specifications at any time					NOT LESS THAN 58	
MARAWILA	Should be according to the specifications at any time					NOT LESS THAN 58	
NEGOMBO	Should be according to the specifications at any time					NOT LESS THAN 58	
KELANIVIHARAYA	Should be according to the specifications at any time					NOT LESS THAN 58	
KIRIBATHGODA	Should be according to the specifications at any time					NOT LESS THAN 58	

HENDALA	Should be according to the specifications at any time					NOT LESS THAN 58	
GAMPAHA VIA RADDOLUGAMA	Should be according to the specifications at any time					NOT LESS THAN 58	
NITTABUWA VIA GAMPAHA	Should be according to the specifications at any time					NOT LESS THAN 58	
NITTABUWA VIA VEYANGODA	Should be according to the specifications at any time					NOT LESS THAN 58	
MIRIGAMA	Should be according to the specifications at any time					NOT LESS THAN 58	
WARAKAPOLA	Should be according to the specifications at any time					NOT LESS THAN 58	
MINUWANGODA	Should be according to the specifications at any time					NOT LESS THAN 58	

ANNEX 3

RECORDS

Please refer to Section III – Schedule of Requirements.

Annex 4

VEHICLE NAME BOARDS

Please refer to Section III – Schedule of Requirements.

ANNEX 5

NOTICES

- All notices to be sent by the Service Provider to SriLankan Airlines as set forth under Clause 2.3, 2.4, 2.5, 5.1 & 19.1 of the Agreement shall be as follows:

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

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

(iii) Invoices for Payments

iv) All other Matters

2. All notices to be sent by SriLankan Airlines to the Service Provider as set forth under Clause 19.1 of the Agreement shall be as follows:

Address:

Tel. No.:

Fax No.:

Email:

3. A notice shall become effective as follows:

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

Annex 6

RATES AND PAYMENT

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

The rates set out above is based upon the Basic Price of manufacturer recommended Fuel which is quoted by as at being SriLankan Rupees for one liter of Diesel.

• Clause 8.1

The value of the Bank Guarantee shall be

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

on or before

• Clause 5.7

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

A/C No :

Bank :

Route	Rate per day (2-way trip rate in LKR) as at
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Annex 7

LIQUIDATED DAMAGES

Please refer to Section V - General Conditions.