



**INVITATION FOR SUBMISSION OF BIDS FOR A FREIGHT FORWARDING SERVICE PROVIDER TO
HANDLE SRILANKAN AIRLINES' IMPORT/EXPORT CONSIGNMENTS FROM/TO USA
NO: FF/03/2023**

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,
ON BEHALF OF
SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (INFLIGHT PROCUREMENT)
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for a freight forwarding service provider to handle SriLankan Airlines' import consignments from USA as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Sections IV. Bid Submission Form• Section V. General Conditions• Annexure A : Bid Acknowledgement Form• Annexure B : Technical/General Specifications & Compliance form• Annexure C : Price Schedule Form• Annexure D : Bid Securing Declaration Form• Annexure E : Performance Bond• Annexure F : Clientele Information Form• Annexure G : Vendor Information Form• Annexure H : Sample Contract

C: Preparation of Bid	
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV : Bid Submission Form • Annexure B : Specifications & Compliance Form • Annexure C : Price Schedule Form • Annexure D : Bid Securing Declaration Form • Annexure F : Clientele Information Form • Annexure G : Vendor Information Form
4. Bid Submission Form and General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced (Best and final prices) separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the best and final unit price of the Bid.</p> <p>5.3 Best and final prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	<p>6.1 The Locally registered service providers shall submit their rate sheets in Sri Lankan Rupees (LKR) and the foreign service providers shall submit their rate sheets in United States Dollars (USD).</p>
7. Documents to Establish Conformity of the service	<p>7.1 The Bidder shall submit documents stated in 7.1 (Submission Requirements) in Section III – Schedule of Requirements along with the bid for evaluation:</p>
8. Period of Validity of bid	<p>8.1 Bids shall remain valid for a period of 160 days after the bid submission deadline.</p>
9. Bid Securing Declaration	<p>9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure D.</p>
10. Format and Signing of Bid	<p>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.</p>

D: Submission and Opening of Bid	
11. Submission of Bid	<p>11.1 Bidders shall submit their bids by email to the password protected email address: inflightproc@srilankan.com</p> <p>11.2 The subject of the email shall bear the specific identification of this bid exercise as indicated follows: Invitation For Submission Of Bids For A Freight Forwarding Service Provider to Handle SriLankan Airlines' Import/Export Consignments From/To USA No: FF/03/2023</p>
12. Deadline for Submission of Bid	12.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, "Data Sheet", 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	<p>14.1 SriLankan Airlines shall conduct the opening via MS Teams in the date and time specified in the Data Sheet.</p> <p>14.2 A representative of the bidders can join online</p> <p>14.3 If any bidder wishes to participate for bid opening via MS Teams, please contact SriLankan Airlines staff 4 days advance of the bid opening date. Refer Section 11, Data sheet, clause 15.2 for contact details</p> <p>14.4 Participation of the Bidder will not necessarily ensure selection of the proposed goods.</p>
F: Evaluation and Comparison of Bid	
15. Clarifications	<p>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.</p> <p>15.2 SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines' email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.</p>

17.Evaluation of bid	<p>17.1 The items will be subjected to a technical evaluation based on the following criteria:</p> <ul style="list-style-type: none"> I. Compliance for minimum mandatory eligibility criteria as in Annexure B (Non compliancy of these criteria shall lead to rejection of the bid) II. Technical criteria as per the 3. Scope of Work in Section III (Schedule of Requirements) III. Client feedback IV. SriLankan Airlines' past experience with the bidders V. Total cost (Exchange rates will be calculated as per the selling rates of Central bank of Sri Lanka on the bid opening date.)
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.
20.Notification of acceptance	<p>20.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p>
21.Performance Bond	<p>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 contract value, using the Performance Security Form included in Annexure E.</p> <p>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 90 days thereafter.</p> <p>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.</p>
22.Contract extension	22.1 This agreement is Extendable for further 01 year based on same terms and conditions and supplier performance

Section II: Data Sheet

ITB.Clause Reference	
12.1	The email address for submission of Bids is : Attention : Senior Manager Commercial Procurement Bidders shall submit their bids by email to the password protected email address: inflightproc@srilankan.com
13.1	Deadline for submission of bids is on or before 10.00 a.m. on 03 rd January 2024 SriLankan Time (GMT +5:30) Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.
14.1	Opening of bids on 10.30 a.m. on 03 rd January 2024 SriLankan Time (GMT +5:30) Details including e-mail addresses should be provided three days in advance if the bidder wishes to participate for the online bid opening.
15.2	<u>For Clarification/ handing over bids and samples/participating for bid opening:</u> Telephone: +94 744442777 E mail address: samath.sudasinghe@srilankan.com Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids/ samples /participate for bid opening.

Section III – Schedule of Requirements

Table 1. Estimated weightage of shipments

Region	Movement	Expected Shipment Volumes											
		AOG						Routine					
		bellow 25kg	25- 45kg	45- 100kg	100- 500kg	500- 1000kg	over 1000kg	bellow 25kg	25- 45kg	45- 100kg	100- 500kg	500- 1000kg	over 1000kg
USA	Import	350	125	275	200			496	250	400	240		
	Export	220	150	300	150		2555	371	249	390	255		4255

** Please note that the figures are estimated figures for **next 3 years** and would differ depending on flight frequency, cargo movements, future maintenance requirements, etc.

Section III – Schedule of Requirements (Cont.)

1. **MANDATORY MINIMUM ELIGIBILITY CRITERIA (Non compliancy of these criteria shall lead to rejection of the bid)**
 1. Shall have consistent and strong representation/ coverage within USA with bonded ware-housing and trucking facilities
 2. A. Clientele shall comprise at least three (3) companies with global presence including Airlines (Client references should be included)
B. Shall have the experience of minimum 2 years in handling airline shipments
 3. Shall have an Insurance cover (Please specify the amount of insurance coverage)
 4. Shall possess DG license to handle DG shipments.
 5. Ability to deliver the Service Levels required by SriLankan Airlines detailed under 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).
 6. Shall maintain a 24/7 operating AOG desk with a single point of contact and 100% contact ability.
 7. Shall provide 100% coverage for the mandatory countries in USA, requested by SriLankan Airlines listed in 9. MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements).
 8. Shall have minimum 1 warehouse facility within 100 km from any MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements).

Section III - Schedule of Requirements (Cont.)

2. NON MANDATORY REQUIREMENTS

- I. Having pre-existing Airline agreements for carriage of freight, with negotiated rates, preferential booking status and strong relationships for the locations in 9. MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements).
- II. Ability to provide proof of pick-up / delivery and any intermediate transfer of responsibility
- III. Having a detailed corporate codes of conduct for ethics, practices and environmental protection
- IV. SriLankan Airlines Cargo Business Application access.
- V. Shall possess on-line tracking and tracing facility with the below mentioned requirements as minimum
 - a. Visibility of consignment location throughout the point-to-point logistics process.
 - b. Shall have detailed reporting capability on historical data:
 - c. A mechanism to track the actual performance with agreed service level.
- VI. Ability to send messages of FFR (Reservation), FWB (AWB- Air waybill /eAWB – electronic AWB), FHL (House Airway bill)

2. SCOPE OF WORK

Obligations and attendant requirements of the freight forwarder service provider shall include, but not limited to the following:

- I. Imports into Sri Lanka
Handling and forwarding of import consignments from points of origin in the defined territory USA, into Sri Lanka:
 1. Door to CMB Airport
 2. USA Airports to CMB Airport
- III. Pickup / receive, handling and customs documentation, road transportation, warehousing (if required), consolidation (as per instructions from SriLankan Airlines) from the point of origin (supplier **Provider's facility**) to the **agreed Airport for onwards shipping** (as individual shipments or as consolidated shipments) to Sri Lanka as to meet the defined service levels in 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).
- IV. Clearance, collection, transport and deliver Freight Consignments from SriLankan Airlines Ltd to **SriLankan Airline's repair agents based in the defined territories** in 9. MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements)
- v. Liaise with consignors, consignees and any other relevant parties (Licensing authorities in overseas countries) on behalf of SriLankan Airlines Ltd regarding all issues pertaining to Freight Consignments consigned to SriLankan Airlines or forwarded from SriLankan Airlines.
- VI. Liaise with SriLankan Airlines Logistics Department in Colombo, Cargo offices at on-line destinations and Airport handling agents, on behalf of SriLankan Airlines Ltd and for the sole purpose of performing the contracted forwarding services.
- VII. The forwarder / service provider **shall at all times comply with the Service Level's requirements of**

8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements). Ensure that all Freight Consignments collected from or delivered by SriLankan Airlines' suppliers, repair agents and consigned to SriLankan Airlines Ltd (or as required by SriLankan Airlines Ltd) are dispatched.

VIII. Service freight consignments carried by SriLankan Airlines (if applicable) are subject to space availability. Upon SriLankan Airlines request consignments which cannot be carried on SriLankan Airlines which are required on AOG basis will be forwarded as per below options

- As instructions issued by SriLankan Airlines where the arrangements are made with the interline partners by Cargo Pricing and Capacity Control
- When such arrangements are not possible, **at the rates detailed in Annex 'C' using pre-agreed reputed and reliable air carriers with whom the forwarder has established preferential agreements.**

Such consignment to be received at the Bandaranaike International Airport, Katunayake, Sri Lanka or SriLankan Airlines warehouse in accordance with the conditions of 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

IX. Ensure prompt custom clearance and completion of all necessary documentation and formalities at Airports on arrival or dispatch (including transshipment) of freight/service freight consignments to meet the defined service levels at 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).

- X. Freight Forwarder shall be responsible for all shipments which are under their custody.
- XI. Check the availability of comprehensive documentation of items to be shipped or uplifted for air carriage to comply with Government, Customs and IATA / CAA / FAA / EASA regulations and other applicable regulations while accepting the consignments from the supplier, repair agent or station.
- XII. Ensure that freight/service freight consignments accepted for air transportation:
- i) Do not contain prohibited items/non UL consignments
 - ii) According to the documentation provided by supplier, repair agent or station;
 - iii) Are adequately packed, labelled and documented in accordance with the purchase order from SriLankan Airlines and/or documents provided by the supplier, repair agent or station and/or any IATA, CAA, FAA, EASA, or other required/ applicable regulations and TACT Rules;
 - iv) Are ready for carriage in a timely manner; and
 - v) Do not show any signs of visible damage in outward appearance from the time of receiving the goods from the supplier, repair agent and station until handing over to the airline or its appointed representative for air transportation.
- XIII. Ensure that all details pertaining to a consignment, as indicated on the Airway Bill are correct.
- XIV. Be logistically and technically capable of conducting a 24 x 7 operation, especially to handle AOG Consignments.
- XV. Operate a 24/7 communication desk with a single point of contact, 100% contact ability and response Not exceeding the response times defined in 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).
- XVI. The freight forwarder shall possess the handling and documentation flexibility to change the priority From Routine to AOG status and vice versa when required by SriLankan Airlines.
- XVII. Provide SriLankan Airlines with accurate and timely information/ pre-alerts regarding freight/service freight consignments handled on behalf of SriLankan Airlines; such information shall include purchase order number, description of goods, part/serial number (if applicable), Airway Bill number, quantity, Flight details, date and port of receipt/ delivery etc. Any changes regarding the parameters of such information/ pre-alerts required by SriLankan Airlines shall be facilitated by the freight forwarder
- XVIII. Provide on-line, **real time tracking and tracing facilities for authorized SriLankan Airline's personnel** to monitor the movement of freight/service freight consignments. The freight forwarder / courier service provider will also train the authorized SriLankan Airline's staff to use this facility on an FOC basis.
- XIX. Possess the necessary licenses or approvals to handle the varied nature of freight/service freight consignments such as DG regulated items, liquor, perishables, repair & return consignments etc. both locally (Sri Lanka) and overseas.
- XX. In addition to online consignment tracking, the forwarders' ERP system should provide SriLankan Airlines detailed reports including graphical illustration of the total volume shipped, sector- **wise and detailed freight costs, Service Level's achieved, any compensation**

amounts due by the freight forwarder to SriLankan Airlines. The format of this report shall be discussed and agreed before-hand.

- XXI. Provide SriLankan Airlines a fortnightly/ monthly master invoice, with relevant details. The format shall be discussed and agreed before-hand.

- XXII. Provide comprehensive documentation of items to be uplifted for air carriage to comply with Government, Customs, IATA and other applicable regulations.

- XXIII. **Maintain the Service Level's defined in 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).**

4. PRICES, SERVICE LEVEL REVIEW, INVOICING AND PAYMENT

- I. The agreed rates shall remain fixed for the term of the agreement of 03 years, and further extendable for a one-year period. The extension is at the discretion of SriLankan Airlines.
- II. **Service Level's and overall performance review will be carried out as and when required by SriLankan Airlines.** The performance review sampling can be done for any period greater than 1 month within the contract period.
- III. The freight forwarder shall invoice SriLankan Airlines for all the freight/service freight consignments received, transported and shipped by the freight forwarder pursuant to the rates set out in the agreement.
- IV. The freight forwarder shall forward invoices and all relevant supporting documentation, including actual third party related expenses (to an address which will be specified in due course) in arrears on fortnightly basis, along with a master copy indicating the breakdown of consignments handled. Also such details should be posted on online tracking system.
- V. Shall provide a **credit period of 45 days to 60 days** from receipt of an accurate invoice and relevant supporting documentation.

5. LIABILITY / INDEMNITY

- a. The Freight Forwarder shall indemnify, hold harmless and reimburse SriLankan Airlines, its directors, officers, employees, representative, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, disbursements, all costs and or expenses including but not limited to legal fees, of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against SriLankan Airlines in any way relating to, arising out of or in connection with the,
 - (i) cargo/consignment handled, packed, stored, cleared, collected, transported or to be handled, stored, cleared, packed, collected, transported by the Freight Forwarder or its permitted subcontractors/service providers pursuant to this Agreement whilst in the custody or control of the Freight Forwarder or the subcontractors/service providers including any loss, robbery, theft or damage or destruction of the cargo/consignment, save and except where such loss or damage or destruction is due to the gross negligence or wilful misconduct of SriLankan Airlines, its servants and agents;

- (ii) acceptance of any cargo by the Freight Forwarder for carriage by SriLankan Airlines which arises prior to the cargo being handed over to SriLankan Airlines for carriage;
 - (iii) breach or failure by the Freight Forwarder to perform any of its obligations, representations and warranties under the Agreement or fulfil any covenants under this Agreement or violation or non-compliance of any laws, regulations and/or directive by the Freight Forwarder or infringement of any intellectual property rights of SriLankan Airlines and/or any third party by the Freight Forwarder
 - (iv) collection, receipt, handling, acceptance, clearance, loading, cartage, haulage, transportation, storage and delivery or dispatching of cargo/consignment to the consignees, consignors, owner of the goods or to the handling agent of SriLankan Airlines in the respective overseas airports/stations or delivery of the cargo/consignment to the receiving points designated by SriLankan Airlines or consignees, consignors, owner of the goods including any delay thereof by the Freight Forwarder whilst the cargo/consignments is in the custody/control of the Freight Forwarder or its subcontractors/ service providers.
 - (v) workman's compensations, claims or demands made by any employees of the Freight Forwarder service providers/ subcontractors of the Freight Forwarder ;
 - (vi) claims made by third parties providing services or goods to Freight Forwarder / to discharge its obligations under the Agreement;
 - (vii) any death or injury to any third party or employee of SriLankan Airlines or the Freight Forwarder (its employees, agents, representatives or any third party) arising out of the performance of this Agreement except where such death or injury is due to the gross negligence and willful misconduct of SriLankan Airlines, its servants or agents;
 - (viii) third party charges in respect of transportation, handling, collection, delivery of cargo handled or to be handled and all port/ airport duties, fines, impost demurrage, storage charges arising in respect of any cargo handled or to be handled by Freight Forwarder pursuant to the Agreement
- b. The Freight Forwarder shall indemnify, and hold harmless and reimburse SriLankan Airlines, its directors, officers, employees, representative, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, disbursements, in respect of all costs and or expenses including but not limited to legal fees, of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against SriLankan Airlines in any way relating to, arising out of or in connection with,
- (i) any misrepresentation, neglect act, default, omission or willful misconduct of the Freight Forwarder or its employees, subcontractors/service providers in respect to the freight shipments consigned to SriLankan Airlines or forwarded from SriLankan Airlines pursuant to the Agreement;

- (ii) issuance, completion or acceptance of any Airway bill or other document of carriage for the carriage of cargo by the Freight Forwarder, its subcontractors/ service providers including any liabilities, losses, in respect of lost, stolen or fraudulent air waybills.
- c. SriLankan Airlines shall indemnify and hold harmless the Freight Forwarder, its directors, officers, employees, servants, and agents from and against any and all liabilities, obligations, claims, demands, damages, penalties, actions, judgments, awards, suits, all costs and expenses including but not limited to legal fees that is incurred by the Freight Forwarder in respect of,
 - (i) claims made by third parties pursuant to loss of damage to any of the cargo handled pursuant to this Agreement whilst in the custody or control of SriLankan Airlines and carriage of cargo by air by SriLankan Airlines, provided that such indemnification shall not cover losses or damage to the said cargo caused by the negligence, default or willful misconduct of the Freight Forwarder, its directors, employees, servants and agents or whilst the said cargo is in the custody and control of the Freight Forwarder
 - (ii) breach by SriLankan Airlines of its obligations under the Agreement or violation of any applicable law by SriLankan Airlines provided that the liability of SriLankan Airlines pursuant to this clause shall be limited to the limits set out in SriLankan Airlines' Conditions of Carriage for Cargo.

6. GENERAL INFORMATION

- I. All shipping terms used shall be as stated in the latest edition of Incoterms.
- II. SriLankan Airlines reserves the right to reject any tender in whole or part without giving a reason.
- III. SriLankan Airlines reserves the right to award the based on operational requirements and award the tender to one single bidder or several bidders.
- IV. SriLankan Airlines is not bound to accept the lowest tender of any tenderer and will not be responsible for or pay any expenses or loss which may be incurred by any tenderer in the preparation or forwarding of its bid.

8. SERVICE LEVELS & ADDITIONAL REMARKS

Service Level's relating to consignments forwarded to SriLankan Airlines from Suppliers, Repair agents, Stations, and the consignments forwarded from SriLankan Airlines to Repair agents and Stations are classified as follows:

Table 2. Service Level's for non-DG shipments/consignments

Type of Consignment	Definition	Requirement	Delivery between the supplier facility to applicable USA Airport		Delivery between USA airport to CMB Airport		Single Point of contact Response Time	
			Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Consignments should be handed over/uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	98%	1 day	98%	2 Days	100%	30 Min
Routine	Relating to day-to-day operations.	Should be handed over/uplifted to meet the " Not to exceed time "	90%	2 days	90%	3 Days	100%	12 hours

Table 3. Service Level's for DG shipments/consignments

Type of Consignment		Definition	Requirement		Delivery between the supplier facility to applicable USA Airport		Delivery between USA airport to CMB Airport		Single Point of contact Response Time	
					Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG		Relating to spares or consignments termed as aircraft on ground spares or consignments	Shipments should be uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	Passenger Flight	98%	1 day	98%	2 days	100%	30 Min
				Cargo Flight	98%	2 day	98%	2 days	100%	30 Min
Routine (Airfreight)		Relating to day-to-day operations	Should be uplifted to meet the " Not to exceed time"	Passenger Flight	90%	2 days	90%	5 days	100%	2 hours
				Cargo Flight	90%	3 days	90%	6 days	100%	2 hours

Only SriLankan Airlines will be responsible to classify or upgrade the status of the consignments, based on operational requirements.

Additional Remarks:

- A. Expected Service Level percentage for consignments - As given above.
- B. Ensure that SriLankan Airlines is informed regarding the consignment details of AOG consignments within a maximum time frame of 30 minutes from receipt of such consignment notifications from either SriLankan Airlines or the supplier of SriLankan Airlines.
- C. AOG Freight Consignments -
Consignment should reach the required destination in the most efficient manner (shortest time period) and must be delivered within the “Not to exceed time to CMB” as detailed above.
- C. For any AOG consignment non-performed as per the given Service Level’s shall be considered as a routine consignment to exclude the AOG charges
- E. For the DG Consignment Handling (Must possess DG License), it is the responsibility of freight forwarder to liaise with respective countries, Civil Aviation Authorities and ensure that all documentation and approvals being initiated and obtained in order to meet the “Not to exceed time” given above.
- F. If applicable, all extra and hazardous packing charges relate to any consignment needs to be approved in advance of the consignment and the actual bills shall be submitted along with the relevant invoice.
- G. Routine Service Freight Consignments - Consignments should reach the destination in the most economical and efficient manner and must be delivered within the “Not to exceed time” detailed above.

9. MANDATORY CONSIGNMENT POINTS

State	City
Georgia	Atlanta
New York	New York City
Florida	Miami
Texas	Dallas
Pennsylvania	Philadelphia
Washington	Washington
Washington	Seattle
California	Los Angeles
Illinois	Chicago
Ohio	Ohio
Ohio	Columbus
Colorado	Denver
California	San Diego

Section IV - Bid Submission Form

(Mandatory Document – Not proving a duly signed Bid Submission Form shall reject 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 provide service conforming to the documents issued and in accordance with the Schedule of Requirements.
- (c) The prices of our bid are as per the annex C
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Securing Declaration is attached and same is valid for a period of 160 days after the bid submission deadline date.

Signed:

Name:

Date

Section V – General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Airlines.
- II. SriLankan Airlines would carry out unannounced inspections during evaluation stage and during the contract period if deemed necessary and applicable.
- III. In order to ensure continuity of supply of services to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- IV. The service provider shall comply with the service levels defined in 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements)
- V. Please state whether your company has appointed a local agent for SriLankan Airlines (Applicable only for foreign bidders), for supply the services specified in this bid exercise. If so, please submit a separate bidder information form including the information of local agent.
- VI. Liquidated Damages
 - a. Liquidated damages shall be applied for late deliveries.
 - b. Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.

ANNEXURE A: Bid Acknowledgement Form

IMPORTANT

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

Invitation for Submission of Bids for a Freight Forwarding Service Provider to Handle SriLankan Airlines' Import & Export Consignments from/to USA is hereby acknowledged

You may expect to receive our proposal on or before

We do not intend to submit a proposal because
.....
.....
.....

Signed :

Title :

Company :

Date :

**ANNEXURE B - Technical/General Specifications & Compliance form
(Mandatory Document – Non Compliance shall reject the bid)**

Name of the Bidder :

Running Number	Mandatory Requirements	Bidder's Response (Yes/No)	Remarks
1.	Shall have consistent and strong representation/ coverage within USA with bonded warehousing and trucking facilities		
2.	A. Clientele shall comprise at least three (3) companies with global presence including Airlines (Client references should be included)	.	
	B. Shall have the experience of minimum 2 years in handling airline shipments		
3.	Shall have an Insurance cover (Please specify the amount of insurance coverage)		
4.	Shall possess DG license to handle DG shipments.		
5.	Ability to deliver the Service Levels required by SriLankan Airlines detailed under 8. SERVICE LEVELS & ADDITIONAL REMARKS in Section III (Schedule of Requirements).		
6.	Shall maintain a 24/7 operating AOG desk with a single point of contact and 100% contact ability.		
7.	Shall provide 100% coverage for the mandatory countries in USA, requested by SriLankan Airlines listed in 9. MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements)		
8.	Shall have minimum 1 warehouse facility within 100 Km from any mandatory consignment points in section iii Schedule of requirements.		
9	Ability to provide per consignment costs with detailed breakdown of cost elements (land side charges/ Trucking charges/ Freight charges and all related surcharges as per the agreed tariff)		

Running Number	Non-Mandatory Requirements	Bidder's Response (Yes/ No)	Remarks
1	Respective freight forwarder needs to be a CNS member. (Please furnish proof of membership).		
2	Having pre-existing Airline agreements for carriage of freight, with negotiated rates, preferential booking status and strong relationships for the locations in 9. MANDATORY CONSIGNMENT POINTS in Section III (Schedule of Requirements		
3	Ability to provide proof of pick-up / delivery and any intermediate transfer of responsibility		
4	Having a detailed corporate code of conduct for ethics, practices and environmental protection.		
5	SriLankan Airlines Cargo Business Application access		
6	Shall possess on-line tracking and tracing facility with the below mentioned requirements as minimum <ul style="list-style-type: none"> a. Visibility of consignment location throughout the point-to-point logistics process. b. Shall have detailed reporting capability on historical data: c. A mechanism to track the actual performance with agreed service level. 		
7	Ability to send messages of FFR (Reservation) ,FWB (AWB- Air waybill /eAWB – electronic AWB) , FHL (House Airway bill)		

ANNEXURE C: Price Schedule Form (Rate Sheet)

Please download the rate sheet from below mentioned link and send us **both soft copy and a hard copy** as follows (You may click on the link or copy and paste in to a web browser)

Link - <https://www.srilankan.com/download/RateSheet-USA.xlsx>

- I. A **soft copy (MS Excel)** of the properly filled rate sheet with the **final and best rates** of the bidder should be sent in a **USB drive**.
- II. A hard copy of the same rate sheet should be included here in Annex C

Imports (USA to CMB) - AOG Rate Sheet															
Origin City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges (Please specify)	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

Exports (CMB to USA) - AOG Rate Sheet															
Destination City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges (Please specify)	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

Imports (USA to CMB) - Routine Rate Sheet															
Origin City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges (Please specify)	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

Exports (CMB to USA) - Routine Rate Sheet															
Destination City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

Imports (USA to CMB) - DG Rate Sheet															
Origin City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges (Please specify)	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

Exports (USA to CMB) - DG Rate Sheet															
Destination City	Currency	Docs Fee	Handling		Pick up < 50km		Pick up > 50km		Freight					Other Charges (Please specify)	Special Remarks
			Min	Per Kg	Min	Per Kg	Min	Per Kg	Min	N Rate	+45kg	+100kg	+500kg		
Atlanta															
New York City															
Miami															
Dallas															
Philadelphia															
Seattle															
Los Angeles															
Chicago															
Columbus															
Denver															
San Diego															
Washington															
Ohio															

ANNEXURE D: Bid-Securing Declaration
(Mandatory Document – Not proving a duly signed Bid Securing Declaration shall reject the bid)

[Note: the purchaser is required to fill the information marked as "" and delete this note prior to the selling of the bidding document]*

*[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----*[insert date by bidder]*

Name of contract –[insert name]*

Invitation for Bid No: -----[insert number]*

To: -----[insert the name of the Purchaser]*

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by SriLankan Airlines, for the period of *three years* starting on *the latest date set for closing of bids of this bid*, if we;
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

ANNEXURE E: Performance Bond

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for providing freight forwarding service to handle SriLankan Airlines’ import & export consignments from/to USA / service provider from/to USA -----[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 scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

ANNEXURE F: Clientele Information Form

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Type of service delivered
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Annexure G : Vendor Information Form

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

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

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

Details of vendor’s authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C - Business verification : Duly signed and stamped copy of above document to be supported by the following documents

✓ Tick the appropriate boxes

- | | |
|--|--|
| <input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company | <input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding. |
| <input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors | <input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner. |
| <input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration | <input type="checkbox"/> Audited financial statements of the vendor Company for the last three years |
| | <input type="checkbox"/> Others (specify) |

Annexure H: Sample Contract

DRAFT

AGREEMENT FOR FREIGHT FORWARDING SERVICES

Please note that this document is only a draft contract. The actual contract will vary from this after finalization.

This Agreement made and entered into this between

SriLankan Airlines Limited (Company Registration No PB67), a company incorporated in the Democratic Socialist Republic of Sri Lanka and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter referred to as "SriLankan Airlines", which term shall include where the context so requires or admits mean and include the said SriLankan Airlines Limited, its liquidators, successors in office and assigns) of the one Part and;

..... (Company Registration No), a company incorporated in the And having its registered office at (hereinafter referred to as the "Freight Forwarder service provider" which term or expression as herein used shall where the context so requires or admits mean and include the said Freight Forwarder / service provider, its liquidator, successors and assigns) of the Other Part.

And whereas SriLankan Airlines is desirous of engaging a logistics company to handle its service freight from certain overseas stations.

And whereas the Freight Forwarder / service provider is a logistics company capable of handling SriLankan Airlines' service freight from overseas stations and is willing to handle SriLankan Airlines' service freight under the terms and provisions of this Agreement.

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

1. OBLIGATIONS OF THE FREIGHT FORWARDER / service provider

The Freight Forwarder / service provider shall:

- 1.1 Collect, receive, handle (including documentation, obtaining customs clearance), store and dispatch service freight consignments consigned to SriLankan Airlines by SriLankan Airlines stations, suppliers, repair agents and caterers (hereinafter referred to as the "Services") on the terms and conditions contained herein.
- 1.2 Pursuant to Clause 1.1 above, provide all facilities necessary for such collection, receipt, handling (including documentation and customs clearance), storage and dispatch of such service freight consignments:
 - i) from station/ airport set out in Annex B at the rates set out in Annex C (the station/ airport may be withdrawn or revised at any given point in time in writing by SriLankan Airlines); and/or
 - ii) at any other location to be advised by SriLankan Airlines from time to time at rates to be agreed in writing by and between the Parties.
- 1.3 Ensure that import service freight consignments received for air transportation from stations mentioned in Annex B are consigned for carriage on SriLankan Airlines aircraft and will be forwarded on SriLankan Airlines' for carriage subject to space availability and operational constraints where air transportation is required.
- 1.4 Ensure that AOG import service freight consignments which cannot be carried on SriLankan Airlines services due to time factors or nature of the shipment or due to operational reasons or lack of space and AOG service freight consignments from stations outside the UL network will be forwarded/inter-lined in the most economical and expeditious manner on a reputed and reliable air carrier provided that in such situations the freight forwarder / service provider shall obtain SriLankan Airlines' written consent prior to committing any service freight consignment for carriage on any other air carrier. In such situations, the freight forwarder / service provider shall collect, receive, handle (including documentation, customs clearance), store dispatch and deliver service freight consignments consigned to SriLankan Airlines or to the Freight forwarder / service provider, by SriLankan Airlines' suppliers, repair agents, caterers and stations.

- 1.5 Ensure that service freight consignments moving from any point outside Sri Lanka to another point outside Sri Lanka will be forwarded in the most economical and expeditious manner on a reputed and reliable air carrier provided that in such situations the freight forwarder shall obtain SriLankan Airlines' prior written consent (i.e.: rate and service levels) prior to committing any service freight consignments for carriage. In such situations, the freight forwarder service provider shall collect, receive, handle (including documentation, customs clearance), store dispatch and deliver service freight consignments consigned to SriLankan Airlines or to the Freight forwarder service provider, by SriLankan Airlines' suppliers, repair agents, caterers and stations.
- 1.6 Ensure that all routine service freight consignments collected from or delivered by SriLankan Airlines' suppliers, repair agents, caterers and stations at overseas locations and consigned to SriLankan Airlines (or as required by SriLankan Airlines) are dispatched to SriLankan Airlines within a maximum of working days of being notified by such suppliers, repair agents, caterers and stations of its availability of shipment, unless otherwise agreed or for a specific consignment.
- 1.7 Be responsible, liable and deemed to be in charge at all times for/of all service freight consignments from the time such service freight consignments are taken in to the Freight forwarder service provider's (its representatives, agents or contractors) charge to the time when SriLankan Airlines, consignee or owner of the goods takes delivery of such service freight consignments from the Freight forwarder service provider (its representatives, agents or contractors).
- 1.8 Check the availability of comprehensive documentation of items to be shipped or uplifted for air carriage to comply with Government, Customs and IATA / CAA / FAA / EASA regulations and other applicable regulations while accepting the shipments from the supplier, repair agent, caterer or station.
- 1.9 Ensure that service freight consignments accepted for air transportation:
 - i) do not contain prohibited items according to the documentation provided by supplier, repair agent, caterer or station;
 - ii) are accurately packed, labelled and documented in accordance with the purchase order from SriLankan Airlines and/or documents provided by the supplier, repair agent, caterer or station and/or any IATA, CAA, FAA, EASA, or other required/ applicable regulations and TACT Rules;
 - iii) are ready for carriage in a timely manner; and
 - iv) ensure that the goods are correctly packed and do not show any signs of visible damage in outward appearance from the time of receiving the goods from the supplier, repair agent, caterer and station till handing over to the airline or its appointed representative for air transportation.
- 1.10 Ensure that all details pertaining to each service freight consignment as indicated on the air waybill (including the declared value for customs purposes) are correct, if the air waybill is issued by Freight forwarder.
- 1.11 Ensure prompt customs clearance and completion of all necessary documentation and formalities at airports on arrival or dispatch (including transshipment) of service freight consignments at all overseas locations.

- 1.12 Ensure that SriLankan Airlines is informed regarding the shipment details of AOG shipments within a maximum time frame of from receipt of such shipment notifications from either SriLankan Airlines or the supplier of SriLankan Airlines.
- 1.13 Where relevant and required pay all handling, airline handling, documentation, document handling charges, customs, terminal charges, cartage and other related third party charges and other disbursements pertaining to such collection, receipt, dispatch, handling, cartage, storage of such service freight consignments and invoice SriLankan Airlines for reimbursement of the actual cost(s) incurred provided however that the rates shall be mutually agreed to by both parties and not exceed the rates set out in Annex "C" hereof.
- 1.14 Liaise with consignors, consignees, repair agents, suppliers and any other relevant parties on behalf of SriLankan Airlines regarding all relevant issues pertaining to the service freight consignments.
- 1.15 Liaise with SriLankan Airlines Cargo offices and cargo representatives and relevant procurement departments prior to delivering service freight consignments for uplift. Liaise with SriLankan Airlines cargo offices to confirm the routes and lanes which are not open for 'service freight consignments'.
- 1.16 Provide acknowledgements (including POD) received or issued regarding handing over or acceptance of service freight consignments from / to SriLankan Airlines stations, suppliers, repair agents or caterers.
- 1.17 Provide SriLankan Airlines with accurate, timely and up-to-date information (Pre-alert) regarding service freight consignments handled by the Freight forwarder / service provider on behalf of SriLankan Airlines including, but not limited to, the purchase order number, repair order number, supplier/repair agent name, brief description of goods, part/serial number (where applicable), Air Waybill No., quantity, flight/shipment details (weight, No. of pieces), date and Airport of receipt / delivery etc. Freight forwarder / r or its representative will facilitate the provision of such online data to SriLankan Airlines authorized users through the CIS.
- 1.18 Designate a Freight forwarder's representative in the Location mentioned in Annex "B" to function as the coordinating officer on 24 x 7 basis for SriLankan Airlines service freight consignments handled by the Freight forwarder service provider pursuant to this Agreement and ensure that this coordinating officer updates the online CIS in an accurate and timely manner, monitors logistics and progress of such service freight consignments, including co-ordination with SriLankan Airlines' stations, suppliers, repair agents, caterers, procurement authorities etc. and ensures timely and efficient handling and delivery of the service freight consignments. This office will be the single point of contact between SriLankan Airlines and its stations, suppliers, repair agents, caterers, etc on 24 * 7 basis.
- 1.19 Provide a 24 x 7 hour communication link, free of charge, between the Freight forwarders coordinating officer and SriLankan Airlines' nominated office/s in Katunayake. All related hardware and software installations for Freight forwarder service provider's supported standard interfaces, formats and applications, telecom links, line rentals, maintenance of equipment and other related costs of providing and maintaining such facilities in Freight forwarder provider's office shall be borne by the Freight forwarder .
- 1.20 Pursuant to Clause 1.19 above, train (at the Freight forwarder's cost) the authorized SriLankan Airlines personnel/representatives/agents to effectively use and operate the facilities set out under this Agreement (particularly as set out in Clauses 1.17 and 1.18).
- 1.21 Possess and maintain an effective on-line tracking and tracing facility (CIS) for SriLankan Airlines personnel/representatives/agents to use to monitor the movement of service freight consignments.

- 1.22 Ensure that the freight forwarder maintain a 24 x 7 hour operation (irrespective of national holidays) and relevant AOG Desks to particularly (but not limited to) handle AOG service freight consignments.
- 1.23 Implement a 'Shipment Identify and Control System' at no additional costs in conjunction with SriLankan Airlines' staff in order to identify AOG and Routine shipments in order to reduce unnecessary AOG shipping charges.
- 1.24 If a shipment marked as AOG is received by the Freight forwarder from a supplier/ repair agent of SriLankan Airlines, the freight forwarder will obtain reconfirmation from SriLankan Airlines CMB that this service level is required, unless prior notification or authorization has been given to the Freight forwarder by SriLankan Airlines.
- 1.25 Possess the handling and documentation flexibility to upgrade routine service freight consignments to AOG status when required by SriLankan Airlines.
- 1.26 Possess necessary capability, licenses, approvals and/or authorizations to handle all service freight consignments, particularly but not limited to oversized, DGR items, liquor, perishables, repair and return service freight consignments, shipments requiring special/specific handling etc.
- 1.27 Provide SriLankan Airlines at the end of every month (and at any other time as may be requested by SriLankan Airlines), a detailed documented summary of the total volume shipped for the said month based on AOG and Routine basis (including but not limited to giving details of attendant costs and a breakdown of freight shipped on SriLankan Airlines and other air carriers).
- 1.28 Perform its duties hereunder with skill, care, diligence and judgment of equivalent to an international Freight forwarder.
- 1.29 Observe the Service levels priority codes attached to various types of consignments by SriLankan Airlines in shipping consignments as more fully described in Annex 'A'.

2. DGR AND OVERSIZED SHIPMENTS / SHIPMENTS REQUIRING SPECIAL/ SPECIFIC HANDLING

- 2.1 The rates laid down in Annex C shall not apply in the event special arrangements have to be undertaken (E.g.: hand carry, charter flights, etc.), for DGR shipments or for oversized shipments (Any package which would not fit into a lower Deck pallet would consider as oversize Cargo - PMC = 317 x 243 x 162 CMs and PAG/PIP = 317 x 224 x 162 CMs)
 - . For such service freight consignments, the Freight forwarder and SriLankan Airlines shall mutually agree to the rates and service levels prior to any commitment.
- 2.2 Whenever IATA DGR Regulations prohibit the loading of DGR cargo on SriLankan Airlines flights, (i.e.: CAO, explosives, etc.), the Parties agree that alternate suitable carriers have to be used. In this case, the freight forwarder and SriLankan Airlines shall mutually agree to the rates and service levels prior to any commitment.
- 2.3 For oversized shipments (Any package which would not fit into a lower Deck pallet would consider as oversize Cargo - PMC = 317 x 243 x 162 CMs and PAG/PIP = 317 x 224 x 162 CMs), the Freight forwarder shall evaluate routes and rates and will advise SriLankan Airlines to obtain a confirmation prior to any commitment.

3. RATES, INVOICING AND PAYMENT

- 3.1 SriLankan Airlines shall pay the Freight forwarder at the rates specified in Annex C for the Services provided under this Agreement.
- 3.2 The rates and prices set out in Annex C shall be valid from (date) to
- 3.3 Within days at the end of every fortnight, the Freight forwarder or the local representative shall invoice SriLankan Airlines for all service freight consignments received, handled, transported and dispatched by the Freight forwarder pursuant to this Agreement in accordance with the rates as set out in Annex C hereto and/or the rates as agreed in writing pursuant to this Agreement, and for all amounts claimed for handling, documentation, cartage, airline handling, third party airline. The Freight forwarder shall submit all relevant supporting documentation together with each invoice. All invoices should be batched on a weekly basis, based on point of origin / destination.
- 3.4 Withindays at the end of each month, the Freight forwarder shall invoice SriLankan Airlines for all DGR and Oversized shipments and shipments requiring Special/Specific handling as per clause 2.2 and 2.3 above.
- 3.5 SriLankan Airlines shall settle all invoices, less any amounts as may be deducted/set off by SriLankan Airlines pursuant to this Agreement, within days of receipt of such invoice. In the event that there is a dispute as to any amount charged in an invoice, SriLankan Airlines shall pay the undisputed amount within days of the receipt of the invoice, and the amount agreed to be paid in respect of the disputed amount if any, shall be paid within..... days of the settlement of the dispute, save and except in the case of disputes relating to invoices for amounts claimed for handling, documentation, cartage, airline handling or third party airlines, in respect of which SriLankan Airlines shall pay the full amount of the invoice within Days of the date of invoice, including any disputed amounts, giving the Freight forwarder written notice of the disputed amount. The Freight forwarder shall issue a credit note to SriLankan Airlines where appropriate, within days of the settlement of the dispute.
- 3.6 All payments shall be made in relevant currency as set out in Annex "C".
- 3.7 Along with the invoices forwarded within days at the end of every fortnight, the Freight forwarder provider will furnish a Master Invoice with the breakdown of each invoice with PO / AWB / Flight No. details etc. station wise (format given in Annex D).
- 3.8 Along with the invoices forwarded within days at the end of every fortnight, the Freight forwarder will furnish the details of the outstanding payments with the breakdown of each invoice with PO / AWB / Flight No. details etc. station wise. (Format given in Annex D).

4. REVIEW OF SERVICE LEVELS

- 4.1 The service levels applicable to the Services to be provided by the Freight forwarder are set out in Annex E.
- 4.2 The Parties shall review the service levels on..... basis for the first review to be done on(date).

5. OBLIGATIONS OF SRILANKAN AIRLINES

- 5.1 SriLankan Airlines will keep the Freight forwarder advised of the availability of service freight consignments for collection/ delivery and of all other relevant details pertaining to such cargo including contents, number of packages, order number, expected date of delivery/ availability, consignee's/ consignor's details etc.
- 5.2 SriLankan Airlines will pay the Freight forwarder for all service freight consignments carried in accordance with the rates and charges set out in Annex 'C', and where there are no rates in Annex C as mutually agreed by both parties.

- 5.3 SriLankan Airlines will provide the Freight forwarder with the required electronic service freight SriLankan Airlines airway bill stocks.
- 5.4 Classify cargo as AOG or routine as required, and keep the Freight forwarder advised of the classification in a timely manner.

6. LIABILITY / INDEMNITY

- 6.1 The Freight forwarder is not liable for loss of, damage to, or delay in delivery of, the consignments, if such loss of, damage to, or delay in delivery of the consignments occurs whilst being carried on airplanes of SriLankan Airlines except where such loss damage or delay was due to the wilful misconduct of the Freight forwarder, its employees, agents and subsidiaries and SriLankan Airlines shall indemnify and hold harmless the Freight forwarder , its servants and agents in respect of all costs, expenses, losses and damage to any cargo or consignment arising from the carriage of any consignment pursuant to this Agreement on SriLankan Airlines aircraft except where such cost, expense, loss or damage is due to the wilful misconduct of the Freight forwarder , its directors, servants and agents, subject to the limitations set out in Montreal Convention 1999.
- 6.2 The Freight forwarder shall be liable for and shall indemnify and hold harmless SriLankan Airlines, its servants and agents from and in respect of all costs and or expenses including but not limited to legal fees, value of consignment, demurrage, storage charges pursuant to the loss, delay or damage to any cargo handled or to be handled by the Freight forwarder or on behalf of the Freight forwarder by its subsidiaries pursuant to this Agreement whilst in the custody or control of the Freight forwarder or its subsidiaries, except where such loss , delay or damage is due to the willful misconduct of SriLankan Airlines, its servants and agents.
- 6.3 Each party hereto will indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents and representatives from any and all liability, loss, delay, damage, claims, liens, costs and expenses, including reasonable attorney's fees to the extent caused by negligent acts or omissions of the indemnifying party, its directors, officers, employees, agents and representatives in the performance/non-performance of its obligations under this Agreement:
- for injury to or death of persons and damage to property (other than consignments);
 - arising out of or resulting from any violation of applicable law, regulation or other mandate by competent authority, which imposes obligation on the indemnifying party (directly or acting as the representative of the indemnified party);
 - arising out of or resulting from the infringement or violation of any third-party intellectual property rights;
 - arising out of or resulting from any obligation of the Freight forwarder to pay third-party carriers or other persons, entities, or authorities for any freight or similar charges which the Freight forwarder has not paid such other carriers or other persons, entities or authorities.
- 6.4 The indemnified party will give prompt written notice to the indemnifying party of any claim, action or proceeding, in respect of which indemnity may be sought hereunder. An indemnified party may participate, in the defense of any such action.
- 6.5 Neither party shall be liable in contract or tort or otherwise for any indirect, incidental, financial, consequential, special, or punitive damages, costs or expenses, or from any loss of profit, business, contracts, revenues or anticipated savings except where such loss or damage has arisen/is attributable to a party's gross negligence or wilful misconduct.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be effective from for a period of 2 (Two) years.

- 7.2 Notwithstanding anything to the contrary stated herein, either party may terminate the agreement with 02 months written notice to the other after
- 7.3 Without prejudice to clause 7.1 either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:
- (a) If the other party is in breach of any material term or condition of this Agreement and the breaching party has not remedied this breach withindays after a written notification by the other party to remedy the breach within thesedays.
 - (b) If the other party enters into liquidation whether compulsory or voluntary (otherwise 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 for 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 trade or business or shall threaten to cease substantially to carry on trade or business.
- 7.4 The termination of this Agreement howsoever occasioned shall be without prejudice to the accrued rights of each of the parties.
- 7.5 Upon the termination of this Agreement howsoever occasioned, the Freight forwarder shall:
- (i) Complete the delivery of any consignment which it has commenced delivery prior to termination of this Agreement in accordance with the terms of this Agreement.
 - (ii) Give notice to SriLankan Airlines of all consignments pending acceptance/ delivery in its stores at any location and dispatch such consignments on the terms and conditions of this Agreement unless otherwise instructed by SriLankan Airlines.
 - (iii) Return at its own cost to the SriLankan Airlines all Traffic Documents, other Accountable Documents of the Airline, if any, publicity material and other property of SriLankan Airlines entrusted to the Freight forwarder by SriLankan Airlines or in the possession or control of the Freight forwarder and shall account for any deficiency therein.
 - (iv) Cease to hold itself out as the Freight forwarder of SriLankan Airlines.
- 7.6 Clauses 6, 7.5 and 10 shall survive the termination of this Agreement howsoever occasioned.

8. FORCE MAJEURE

- 8.1 A party shall not be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement if that delay or non-performance is due to an event of Force Majeure such as, including but not limited to, strikes, lock-outs and other industrial disputes except strikes, lock outs and industrial disputes of the Claiming party; an act of God including but not limited to fire, flood, earthquake, wind, storm or other natural disaster; war, hostilities, terrorist acts or threats, civil war, military power, or confiscation, law, judgment, order, decree, embargo, sanction, blockade.
- 8.2 The party invoking Force Majeure shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the event of Force Majeure.
- 8.3 If the Event of Force Majeure in question prevails for a continuous period in excess of 30 days after the date on which it began, the Non-claiming Party may give notice of termination to the

Claiming Party. The notice to terminate must specify the termination date, which must be not less than 15 days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the contract formed under this Agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this Agreement due to an event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist including without limitation.

9. GENERAL

- 9.1 This Agreement shall consist of this Agreement and Annexes A to E hereto all of which shall form an integral part of this Agreement and shall supersede any and all other previous agreements and arrangements whether written or oral between the parties hereto concerning the same subject matter hereof.
- 9.2 The rights and remedies of each of the parties against the other for the breach of any condition and for obligations undertaken by the other under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of that other.
- 9.3 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.
- 9.4 This Agreement contains the entire Agreement between the parties and the terms and conditions of this Agreement shall not be varied otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Freight forwarder by their duly authorized representatives provided however that it is expressly agreed by and between the parties that this Agreement shall not be modified, varied or amended by any terms, conditions or limitations contained in the Freight forwarder Purchase Order, Airway Bill, Standard Trading Conditions or other document notwithstanding any sign off by SriLankan Airlines or its representative on such document.
- 9.5 If any terms or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder of this Agreement or application of such term or provision to persons or circumstances (other than those to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Agreement) not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 9.6 Any notice or communication required or authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
 - (i) left at or sent by prepaid registered post to the last known place of business of that;
or
 - (ii) sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, withinhours of the dispatch of such telex or telegram;

In the case of SriLankan Airlines to:

SriLankan Airlines Ltd

Logistics Department
Airlines Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Attention:

Telephone:
Fax:
E mail:

In the case of the Freight forwarder to:

.....

10. CONFIDENTIALITY

- 10.1 For the purpose of this Clause, "**Confidential Information**" means all information of a secret or confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party or by any Affiliates of such party (the "**Disclosing Party**") to the other party or to any Affiliates of such party (the "**Receiving Party**") whether before Party including, without limitation, any information relating to the operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs of the disclosing terms of this Agreement, or to the negotiations relating thereto.
- 10.2 During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever the Receiving Party shall:
- (i) Keep the Confidential Information secret and confidential;
 - (ii) Not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party;
 - (iii) Not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11. GOVERNING LAW

- 11.1 This Agreement and individual transport orders hereunder shall be governed by the laws of Sri Lanka.
- 11.2 In case of dispute any Party may submit the dispute for settlement to Arbitration in Singapore for final decision pursuant to ICC (International Chamber of Commerce) Rules of Arbitration as at present in force with instructions that the arbitration be conducted as follows:
- (i) There shall be three (3) arbitrators, all of whom shall be fluent in English. SriLankan Airlines shall appoint one arbitrator, Freight forwarder shall appoint one arbitrator, and

the third arbitrator shall be appointed by the two arbitrators appointed by the Parties, who shall serve as chairman of the panel.

- (ii) The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
- (iii) The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration award.
- (iv) When any dispute occurs and when any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective obligations under this Contract.
- (v) Judgment upon any award entered through arbitration may be entered in any court having jurisdiction or application may be made to any such court for judicial acceptance of the award and an order of enforcement, as the case may be. Each of the Parties hereby expressly waives any claim of immunity from jurisdiction or enforcement of the judgment it might have on grounds of sovereign immunity or otherwise.
- (vi) Language of arbitration shall be in the English Language.

12. DEFINITIONS

CIS shall mean Customer Information System

FAA shall mean Federal Aviation Administration

CAA shall mean Civil Aviation Authority

EASA shall mean European Aviation Safety Agency

IATA shall mean International Air Transport Association

TACT shall mean The Air Cargo Tariff

POD shall mean Proof of Delivery

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

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

FOR AND ON BEHALF OF
..... LIMITED

.....

.....

Name:
Designation:

Name:
Designation:

Witnesses:

Witnesses:

.....
Name:
Designation

.....
Name :
Designation:

ANNEX A

CLASSIFICATION OF SERVICE FREIGHT OR STORES CONSIGNMENTS

Service Freight consignments or Stores consignments –
Relating to consignments forwarded to SriLankan Airlines from Suppliers, Repair agents, Stations, Caterers and the consignments forwarded from SriLankan Airlines to Repair agents, Stations and Caterers are classified as follows:

Type of Consignment	Definition	Priority
AOG	Relating to aircraft on ground spares consignments	Has priority over revenue cargo (SriLankan Airlines flights/ Other Airlines).
Routine	Relating to day-to-day operations.	Should be uplifted on SriLankan Airlines or any other airline within working days or as required by SriLankan Airlines.

The relevant procurement authorities will be responsible to classify or upgrade the status of the consignments, based on operational requirements.

ANNEX B

SHIPMENT POINTS

State	City
Georgia	Atlanta
New York	New York City
Florida	Miami
Texas	Dallas
Pennsylvania	Philadelphia
Washington	Washington
Washington	Seattle
California	Los Angeles
Illinois	Chicago
Ohio	Ohio
Ohio	Columbus
Colorado	Denver
California	San Diego

ANNEX C

The rate sheet completed by the bidder will be stated here

ANNEX D

Master Invoice Format

Period ... to							
Station	Invoice date	Invoice no	Invoice Value	PO No.	Chargeable weight (status of the shipment)	AWB No.	HAWB No.

Outstanding Payment Details

Station	Invoice date	Invoice no	Invoice Value	PO No.	Supplier Name

Monthly Shipment report

Period ... to ...										
<u>AWB No</u>	<u>Origin</u>	<u>Destination</u>	<u>Shipper</u>	<u>Consignee</u>	<u>Pieces</u>	<u>Chargeable weight</u>	<u>ETD</u>	<u>Flt #</u>	<u>Customer reference</u>	<u>Invoice value</u>

Stock Certificate Format

Name of Agent/ Station:				IATE CODE:								
Month:												
IATA CODE	Opening stock		Quantity	Receipts		Quantity	Sold		Quantity	Closing Stock		Quantity
	From	To		From	To		From	To		From	To	

ANNEX E

Service Levels

Service Level's for non-DG shipments/consignments

Type of Consignment	Definition	Requirement	Delivery between the supplier facility to/from applicable USA Airport		Delivery between USA airport to/from CMB Airport		Single Point of contact Response Time	
			Service Level	Max time	Service Level	Max time	Service Level	Response Time
			AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Consignments should be handed over/uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	98%	6 hours	98%
Routine	Relating to day-to-day operations.	Should be handed over/uplifted to meet the "Not to exceed time "	90%	2 days	90%	2 days	100%	12 hours

Service Level's for DG shipments/consignments

Type of Consignment	Definition	Requirement		Delivery between the supplier facility to/from applicable USA Airport		Delivery between USA airport to/from CMB Airport		Single Point of contact Response Time	
				Service Level	Max time	Service Level	Max time	Service Level	Response Time
AOG	Relating to spares or consignments termed as aircraft on ground spares or consignments	Shipments should be uplifted on the first flight departing from the requested airport after an average transportation time from the facility to the airport and meet the "Not To exceed Time"	Passenger Flight	98%	12 hours	98%	18 hours	100%	30 Min
			Cargo Flight	98%	1 day	98%	3 days	100%	30 Min
Routine (Airfreight)	Relating to day-to-day operations	Should be uplifted to meet the " Not to exceed time"	Passenger Flight	90%	2 days	90%	2 days	100%	2 hours
			Cargo Flight	90%	3 days	90%	3 days	100%	2 hours

- A. Ensure that SriLankan Airlines is informed regarding the shipment details of AOG shipments within a maximum time frame of ... hour from receipt of such shipment notifications from either SriLankan Airlines or the supplier of SriLankan Airlines.
- B. AOG Service Freight Shipments –
Shipment should reach the required destination in the most efficient manner (shortest time period)
If an AOG shipment has not been collected within hours of consignment readiness & gets delayed byhours or more to reach the specified destination as stipulated by SriLankan Airlines/ supplier even after obtaining all required details/ instructions from SriLankan Airlines and/ or the Supplier of SriLankan Airlines, the freight forwarder shall pay of the shipment value as liquidated damages to SriLankan Airlines if such delay had occurred due to the negligence of the Freight forwarder.
- C. Routine Service Freight Shipments –
Shipments should reach the destination in the most economical and efficient manner
- D. General requirements
Pre-alerts to be forwarded along with the copy of the AWB and a copy of the invoice to the applicable user department via electronic mail as soon as the shipment is handed over to the Airline. If any unforeseen delay of an AOG shipment occurs, immediately inform all relevant parties at SriLankan Airlines by telephone and followed by an electronic mail. To be followed by updated pre-alert along with the copy of the AWB and a copy of the invoice.
If an AOG shipment get delayed a chronological report to be forward to relevant parties of SriLankan Airlines within hours from the original date & time of departure.
Monthly report to be submitted by the first week of the following month, giving details relevant to all Service freight shipments handled and uplifted on SriLankan Airlines or any other airline based on the format given in Annex D.
Freight forwarder representative to be available 24/7, 365 days of the year and should be able to be contacted through e-mail, Fax, telephone and mobile.
Invoicing to be in line with the laid out procedure in clause 03.
- E. Air way bill reconciliation procedure for service freight shipments:
1. Stock requirement to be sent to Revenue Accounting Section of SriLankan Airlines by the freight forwarder to the e-mail address: Revenue Accounting Section of SriLankan Airlines will request the respective General Sales Agent or the Station to allocate stocks to the respective freight forwarding company.
 2. Stock Balances should to be reported at the end of each month through General Sales Agent/ Station. (Stock certificate format is given in Annex D)
 3. In the service Air Way Bills, freight forwarder has to mention the relevant department & address of SriLankan Airlines as the consignee.
Section / Department
SriLankan Airlines Ltd.
Bandaranayake International Airport
Katunayake
Sri Lanka.
 4. It is mandatory to indicate the following details in the AWB for service shipments.
Number of Pieces
Gross weight
Chargeable weight
Other charges due carrier (Fuel, Security, DGR fee & other)

Other charges due agent

5. In the Accounting Information Column, it is necessary to clearly mention as "SERVICE CARGO ON FOC" & UL COST CENTRE NUMBER.

F. Sales reporting

A monthly sales report should be submitted through General Sales Agent / Station to Revenue Accounting section on or before of following month from the reporting period. (Sales report format is given in Annex D)

This report should be supported by the Air Way Bill copies with copies of other relevant documents as the proof of service cargo.