

Procurement of Services
Under
National Shopping Procedures

Invitation of Quotations

For

Provision of Multifunctional Printers/Copiers On Rental Basis

Contract No: 202430388

General Procurement Section
SriLankan Airlines

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a quotation for the supply of Services as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.</p> <p>1.2 A virtual Pre-bid meeting via Ms Teams will be organized on the dates and time specified in the BDS. Bidder / one (01) duly authorized representative of the bidder shall present for the Pre-Bid meeting. If an authorized representative wishes to attend for the meeting, such person shall submit their details including their email addresses to given E-mail addresses in BDS well in advance. Refer Section II “Data Sheet”, clause 16.2 for contact details.</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 Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Scope of Service & Compliance with Specifications / Requirements • Section V. Quotation submission Form • Section VI. Price Schedule • Section VII. Clientele Information Form • Section VIII. Sample Contract • Section IX Performance Security
C: Preparation of Quotation	
3. Documents Comprising your Quotation	<p>3.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form (b) Price Schedule (c) Compliance Form with product brochure (d) Schedule of Requirements

<p>4. Quotation Submission Form and Price Schedules</p>	<p>4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section V. 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> <p>4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the vendor.</p>
<p>5. Prices and Discounts</p>	<p>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p> <p>5.3 The applicable VAT and any other taxes shall be indicated separately. (Applicable only to quotations submitted in Sri Lanka Rupees (LKR))</p> <p>5.4 Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
<p>6. Currency</p>	<p>6.1 The vendors shall quote in Sri Lanka Rupees.</p>
<p>7. Documents to Establish the Conformity of the Services</p>	<p>7.1 The vendor shall furnish as part of its quotation the documentary evidence that the Services conform to the I specifications / requirements and standards specified in Section IV, " "Scope of Service & Compliance with Specifications / Requirements ".</p> <p>7.2 The Bidder requires to submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> • Certificate of Incorporation and/or Business Registration / Articles of association for companies registered under the Companies Act. • Minimum 2 recommendation letters from 2 existing corporate clients confirming the required experience of 3 year • Copy of formal contract award letter/document inclusive of contract period and number of machines hired under the contract
<p>8. Period of Validity of quotation</p>	<p>8.1 Quotations shall remain valid for the period of ninety (90) days after the quotation submission deadline date.</p>
<p>9. Format and Signing of Quotation</p>	<p>9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.</p>

D: Submission and Opening of Quotation	
10. Submission of Quotation	<p>10.1 Vendors shall submit their quotations only to the secured E-mail address as stated in Section II, "Data Sheet", bearing the specific identification of the contract number and service description. Upon successful submission of bid, vendor will receive the auto generated acknowledgement e-mail certifying the proper delivery of the bid. If the acknowledgement E-mail is not received, please contact the purchaser (Refer Clause 1.1 in Section II)</p> <p>10.2 If the quotation is copied to any staff at SriLankan Airlines, quotation will be disqualified for evaluation.</p>
11. Deadline for Submission of Quotation	11.1 Quotation must be received by the Purchaser no later than the date and time as specified in the Data Sheet.
12. Late Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
13. Opening of Quotations	<p>13.1 The quotations will be opened by SriLankan Airlines.</p> <p>13.2 A representative from Finance division will open and certify the quotations received by the deadline given in Section II, "Data Sheet".</p>

E: Evaluation and Comparison of Quotation	
14. Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2 The Purchaser's request for clarification and the response shall be in writing.</p>
15. Responsiveness of Quotations	<p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued , it may be rejected by the Purchaser.</p>

<p>16. Evaluation of quotation</p>	<p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To The bidders will be subjected to a technical evaluation based on the following criteria:</p> <ul style="list-style-type: none"> • A registered business to carry out required hiring service • Minimum 3 years experience in providing multi-function printers/copiers (MFP) with a similar solution (Pull Print) on a hiring basis to the corporate sector. • Possesses at least one valid contract with an existing client who hired a minimum of 30 machines for a period of a minimum of 1 year. • Total contract cost for 3 years (based on the given estimated monthly copy count) • Detailed technical evaluation or Proof of Concept (POC) - Physical testing of one sample machine of each offered model/s
<p>17. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations</p>	<p>17.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to vendors.</p>

<p>F: Award of Contract</p>	
<p>18. Acceptance of the Quotation</p>	<p>18.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p>
<p>19. Notification of acceptance</p>	<p>19.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that its quotation has been accepted.</p> <p>19.2 At the execution of the agreement, the successful supplier shall furnish the performance security of 10% of the total value of the contract (Blocked or to be renewed annually), using provided Performance Security Form Section IX.</p> <p>19.3 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>19.4 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 action according to the Bid Securing Declaration. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.</p>

Section II: Data Sheet

ITV Clause Reference	
1.1	<p>The Purchaser is : SriLankan Airlines Address: Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka. Telephone: 019 7332476 / 0744442476 Fax: 019 7335225 E-mail: maheshini.kulathilaka@srilankan.com</p>
1.2	<p>Virtual Pre-bid meeting will be held at 10.00 a.m on 11th November 2024</p>
5.1	<p>The vendor is not allowed to quote for less than the all the items specified, indicate the details.</p>
10.1	<p>Secured E-mail address for submission of Quotations is: ulcptenders@srilankan.com</p> <p>Identification of the contract number and service description: Provision Of Multifunctional Printers/Copiers on Rental Basis Reference No: 202430388</p>
11.1	<p>Deadline for submission at 2.00 p.m on 19th November 2024 Sri Lanka time (GMT +5.30 time zone).</p>
16.3	<p>Other factors that will be considered for evaluation are (List and describe the methodology):</p> <ul style="list-style-type: none"> • Credit terms better than specified

Section III: Schedule of Requirements

I.	Description of Service	Provision Of Multifunctional Printers/Copiers on Rental Basis
II.	Period	3 years
III.	Location	Katunayake, Colombo, Galle, Kandy, Mattala
IV.	Machine requirement	100 machines within 120 days upon award of the contract 50 machines on demand with 120 days prior notice
V.	Payment Term	Minimum 45 days credit from the date of receipt of the invoice
VI.	Performance Security	10% of the total value of the contract (Blocked or to be renewed annually)

* Interested Bidders are required to supply 100 devices as part of this proposal. During the term of the Managed Service, the total number of devices may increase by up to an additional 50 devices, provided they have similar or better configurations to those in the initial delivery. These additional devices shall be supplied at the same commercial rates, with a maximum of 120 days' advance notice, bringing the total potential requirement to 150 devices.

** The contract may be extended further period on 1 year on same rates, terms and condition upon mutual agreement.

Section IV: Scope of Service & Compliance with Specifications/ Requirements

1. The bidder shall read and fully understand conditions stated in bidding document prior to made the Bid.
2. The provided Sample Contract (Section VIII) states the right and obligation of both selected bidder and SriLankan Airlines. Sample contract has to be fully read and understood by the prospective bidder.
3. All machines of the recommended bidder will be tested/inspected prior to acceptance under the contract. Physical testing and acceptance would be the final acceptance.

Machine Specifications and Compliance Form

Bidder Name -

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Running No:	Specification	Required functions (Mandatory)	Complied/Non-Complied	Remark/Note
1.0	Main Unit			
1.1	Functions	Print (B/W), Copy, Scan, Fax (Optional)		
1.2	Display Control Panel	Backlit LCD/LED display Display Size – Minimum 8-inch touch display control panel. The bidder may specify the display size.		
1.3	Memory	Minimum 2GB		
1.4	Interface	Ethernet (100Base-T, 1000Base-T) USB 2.0/USB 3.0 -Speed USB Wireless LAN (optional)		
1.5	Protocols	TCP/IP, IPX/SPX, NetBIOS, AppleTalk, Windows Printing, etc.		
1.6	Drivers	All three (3) functions of the proposed unit shall be compatible with the following operating systems. Minimum: Support Windows 10/ Win 11 64-bit, Windows Server OS (64-bit), and any upcoming		

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Running No:	Specification	Required functions (Mandatory)	Complied/Non-Complied	Remark/Note
		Windows operating systems/patch levels. Further Bidder shall agree to provide compatible drivers for the listed under minimum requirements when requested by SriLankan IT during the deployment.		
		Optional: Apple macOS.		
1.7	Printer management	All the printers shall be able to configure/Monitor via the web interface. A common admin password shall be configured to access the admin console.		
1.8	Device stand Hight	Bidder shall be provided a suitable stand/pedestal that gives convenience to the user to operate without leaning towards the device.		
1.9	Printer usage	Bidder shall agree to provide a monthly breakdown of the printed volume for each printer.		
1.10	Pull Print	Each proposed model must be equipped with a pull print feature, allowing print jobs to be retrieved from any enabled printer. Users will authenticate themselves at the printer either by swiping their ID card or by entering a secure PIN to release their documents.		
1.11	Warm-up Time	Approx 20Sec		
1.12	Storage	Built in storage shall be a SSD, eMMC, NVMe with 128 bit encryption. Bidder shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.		
2.0	paper Handling			
2.1	Minimum Paper Input Capacity	Minimum 250 Sheets		
2.2	Paper Tray	Minimum 2 Trays		
2.3	Support Paper types	Minimum A4, Letter, Legal, A3		
2.4	Paper Weight	Minimum 64 - 125 g/m ²		
2.5	Paper Output capacity	Minimum 150 sheets		

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Running No:	Specification	Required functions (Mandatory)	Complied/Non-Complied	Remark/Note
3.0	Print			
3.1	Speed (A4)	Minimum 25 ppm		
3.2	Resolution	Minimum 600x600 dpi		
3.3	Printer Language	PCL6 emulation, PostScript3 emulation, XPS and higher		
3.4	USB Direct Print	PDF, EPS, TIFF/JPEG, XPS		
3.5	Duplex printing	Automatic		
3.6	Support Paper types	Minimum: A4, Letter, Legal, A3		
4.0	Copy			
4.1	Speed (A4)	Minimum 25 ppm		
4.2	Resolution	Minimum 600x600 dpi		
4.3	Magnification	Variable zoom: 25% to 400% (1% Increments)		
4.4	First Copy Out Time	Bidder shall specify the First copy out time (A4) for the proposed device		
4.5	Support Paper types	Minimum A4, Letter, Legal, A3		
5.0	Scanner (B&W and Color)			
5.1	Configuration/Type	Flatbed		
5.2		ADF Single pass (DADF)		
5.3	Speed (A4) (For ADF)	Single-Side, B/W (Please specify)		
		Duplex, B/W (Please Specify)		
5.4	Direct Scan	Scan-to-File, Scan-to-Email, Scan-to-e-Filing (Network Folder), Scan-to-USB,		
5.5	Scan Resolution	Minimum 600x600 dpi		
5.6	File Format	JPEG, TIFF, PDF, XPS, Slim PDF		
5.7	Push/Pull scan support	Bidder shall specify the proposed device supports both functions.		
5.8	Support paper sizes	Minimum A4, Letter, Legal, A3		
5.9	Support paper weight for ADF (A4)	Bidder shall specify the supported paper weight for the ADF. Minimum: Standard A4 weight.		
6.0	Consumables/Print Quality			

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Running No:	Specification	Required functions (Mandatory)	Complied/Non-Complied	Remark/Note
6.1	Toners	Bidder shall specify the type of toners used during the contract period: Genuine or Non-Genuine (1 st Quality) or Re-filling.		
6.2	Print Quality	The Bidder shall ensure that the print quality of the proposed printers is configured with (by default) Grade A-quality toners for a minimum of 25 devices.		

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

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

Date: {Insert date}

Section V

Quotation Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services [insert a brief description of the Services];
- (c) The total price of our quotation including any discounts offered is: [insert the total quoted price in words and figure];
- (d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, 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 quotation or any other quotation that you may receive.

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

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

Dated:

Section VI

Price Schedule - 202430388

Name of the bidder:

Brand:

Model:

Name of the Manufacturer:

Description of Services Service	Contract Period	Currency	Unit of measurement	Monthly commitment for the fleet (100 machines)			Cost per copy in excess of the given commitment	
				Number of copies	Monthly cost	Applicable taxes	Cost	Applicable taxes
Hiring of multi-function printers/copiers for a period of 3 years	3 years	LKR	Monthly commitment					

Notes:

- Estimated monthly copy count based on the past data is approx. 504,000 for 150 machines
- Payment Term - Minimum 45 days credit from the date of receipt of the invoice
- Offer shall be made without any alternations to the provided Price Schedule format

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

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

Date: [insert date]

Section VII

Clientele Information Form

Bidder shall provide the details of clients who employed staff similar to required service and other services as well. SriLankan Airlines will contact respective client if need arise.

	Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Contract duration	No. of machines installed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

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

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

Date : [insert date]

Section VIII

Sample Contract

PHOTOCOPIER RENTAL AGREEMENT

Contract Number -

This Photocopier Rental Agreement ("Agreement") is made and entered into on

Between:

<<**BIDDER**>>, a company incorporated in the Democratic Socialist Republic of Sri Lanka and registered under the Companies Act No.07 of 2007, bearing Company Registration Number << Company Registration>> and having its registered address at <<Address>> in said Republic of Sri Lanka (hereinafter to as the "Supplier" which term or expression shall where the context so requires or admits mean and include the said <<BIDDER>>, its successors and permitted assigns) on the One Part;

And

SriLankan Airlines Limited, a company duly incorporated in Sri Lanka and having its registered address at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter to as the '**Customer**' which term or expression shall where the context so requires or admits mean and include the said **SriLankan Airlines Limited**, its successors, assignees, and representatives) of **the Other Part**.

Hereinafter the Supplier and/or the Customer shall be individually referred to as 'Party' or collectively as 'Parties'.

WHEREAS the Customer is desirous of hiring a photocopy machine ("Machine") as per the Specifications (as defined below) provided in Schedule A as attached herewith to the Agreement;

WHEREAS the Supplier is engaged in the supply and delivery of photocopy machines and is desirous of supplying the Machine to the Customer according to the Specifications mentioned herein;

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

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

1. Scope of the Agreement

1.1 The Supplier agrees to deliver and rent to the Customer the Machine listed in Schedule A as per the Specifications set forth in Schedule A to the Site as more fully described in Schedule A (such schedules and annexes to be part and parcel of this Agreement) for the Customer's use for the duration of the Term in accordance to the terms and conditions set out herein.

1.2 The Customer shall be entitled to use the Machine on an exclusive basis for the Term and any agreed extension of the Term as mutually agreed by the Parties.

2. Obligations of the Supplier

2.1 The Supplier shall ensure that the Machine is made operational for the use by the Supplier and its intended purpose prior to the delivery of the Machine to the Customer at the Sites.

2.2 The Machine delivered by the Supplier and accepted by the Customer pursuant to this Agreement shall be without any encumbrance, or liens thereon.

2.3 The Supplier shall comply with any of the Customer's reasonable directions and delivery instructions in delivering the Machine.

2.4 The Supplier shall be deemed to have appraised itself fully of the provisions of this Agreement.

2.5 The Supplier shall deliver the Machine in accordance with the Supplier's Warranties in Clause 4 of the Agreement.

2.6 The Supplier shall install and operate the Machine at the Site prior to handing over of the Machine to the Customer.

2.7 The Supplier shall provide the required toner for the Machine within twenty-four (24) hours of receiving a notification from the Customer. Failure to comply may result in liquidated damages as specified in this Agreement.

2.8 Apart from papers, electricity & IT infrastructure, the Supplier shall provide to the Customer all other spare parts, and consumables which are required to utilize the Machine.

2.9 All costs associated with the maintenance and repair of the Machine, including but not limited to the costs of spare parts, labor, and necessary materials, shall be borne entirely by the Supplier. The Supplier shall complete all required maintenance, servicing, and repairs within twenty-four (24) hours of receiving written notice from the Customer. In the event of failure to meet this timeline, the Customer reserves the right to seek immediate remedies or impose under the terms of this Agreement.

2.10 The Supplier guarantees that the print quality of the proposed printers will fully meet SriLankan Airlines' specified requirements. To ensure this, the Supplier shall fine-tune the default printer settings or utilize Grade A-quality toner cartridges. The Supplier must ensure that the default configuration of at least 25 devices includes the use of Grade A-quality toner cartridges. Any failure to meet these requirements will be deemed a material breach of contract and may result in penalties.

2.11 The Supplier agrees to perform scheduled preventive maintenance on a monthly basis for all Machines. The preventive maintenance shall include, but is not limited to:

- a. Checking toner levels and replenishing toner as required;
- b. Inspecting and cleaning the pickup/Automatic Document Feeder (ADF) rollers; and
- c. Replacing any rollers that exhibit signs of wear or malfunction.

Failure to conduct the required preventive maintenance may result in the temporary suspension of payments related to the Machines for which maintenance was not completed as specified.

- 2.12 The Supplier agrees to supply machines to offices, including but not limited to Katunayake, Galle, Kandy, Colombo, and Mattala Airport, upon request by SriLankan Airlines. Such requests shall be fulfilled in accordance with the timelines and procedures specified in this Agreement.
- 2.13 The Supplier shall provide service support outside of regular business hours, specifically from 5:00 PM on Friday through 8:00 AM on Monday, on an as-needed basis. Sri Lankan Airlines shall notify the Supplier in advance of the need for support at the designated locations, which may include but are not limited to Katunayake, Galle, Kandy, and Mattala.
- 2.14 The Supplier shall resolve any technical issues within 4 hours of receiving a notification from the Customer.
- 2.15 Bidder shall supply all equipment, tools, supplies, personnel, instrumentalities, and support services required to deliver, install, and maintain the printers/scanners/MFPs under the agreement.
- 2.16 If at any time SriLankan Airlines is dissatisfied with the service and/or the labor performed under this contract, SriLankan Airlines may request and receive a new technician/engineer(s) to service its equipment.
- 2.17 The Supplier agrees to provide 24/7 service for equipment designated by SriLankan Airlines as necessary to meet operational requirements. The Supplier shall ensure that sufficient personnel and resources are available to fulfill this obligation.
- 2.18 Each proposed printer model must include a pull print feature that allows users to retrieve print jobs from any enabled printer. Users shall authenticate themselves at the printer using either an ID card swipe or by entering a secure PIN. If any servers (cloud or on-premises) are required to configure this pull print feature, the Supplier shall ensure server redundancy to prevent service interruptions.
- 2.19 The Supplier shall provide all device drivers specified in the attached device specification. Failure to provide these drivers will be deemed a material breach of contract, subject to applicable penalties.
- 2.20 The failure rate for any individual device shall not exceed two (2) occurrences per calendar month. In the event of exceeding this limit, the Supplier shall be construed as a breach of this Agreement.
- 2.21 If any device is deemed outdated or highly prone to failure, SriLankan Airlines reserves the right to request a replacement. The Supplier shall provide the requested replacement device within seven (7) calendar days of the request. Non-compliance will be construed as a breach of this Agreement.
- 2.22 The onsite support should be provided at Katunayake (CAK) & Colombo (Devos, WTC & Regional). The service provider shall provide their transport for the engineer to travel within the Colombo & CAK and for remote offices when necessary, between 08.30 a.m. to 04.30 p.m. Monday through Friday and if required on weekends.
- 2.23 The Supplier shall ensure that the Machine can be operated in good mechanical and working order at any given time and accordingly the Supplier shall, at its own cost and expense be responsible for

the routine and day-to-day servicing and maintenance of the Machine as well as all carrying out repairs and all major repairs at its own cost in accordance with manufacturer's specifications.

- 2.24 The Supplier shall ensure that the Machine provided under this Agreement shall:
- 2.24.1 be in accordance with the Specifications set out in Schedule A;
 - 2.24.2 conform with any sample provided by the Supplier during the selection process or thereafter and approved by Customer;
 - 2.24.3 be fit for the purposes envisaged under this Agreement.
- 2.25 The Supplier shall ensure and shall obtain all necessary/required licenses, approvals, and authorizations to provide the Machine to the Customer envisaged under this Agreement.
- 2.26 The Supplier shall bear all loss or damages in respect of the Machine up to the acceptance of the Machine by the Customer at the Sites. Notwithstanding anything contained under this Clause, the Supplier shall be responsible and liable for any loss, or damages in respect of the Machine, if such loss or damage is due to the failure of the Supplier to perform maintenance or service the Machine.
- 2.27 The Supplier shall at its own cost comply with all requirements of any governmental or local governmental or regulatory laws and regulations (particularly with those pertaining to the Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing, and security) and shall indemnify and hold harmless the Customer, its directors, officers, employees, representatives from and against any loss, damages, claim, suits, proceedings, penalties, costs and expenses that may arise or imposed due to the non-compliance with any such governmental or local governmental or regulatory laws and regulations.
- 2.28 The Supplier agrees to furnish to the Customer a substitute machine within 24 hours of receipt of notice from the Customer, at no extra charge, for any Machine that does not in the Customer's sole opinion function properly or which the Supplier's staff is unable to effectively repair. The substitute machine will be of similar standards and Specifications of the replaced Machine. The substitute Machine will be furnished to the Customer in a timely manner and delivered to the place at which the replaced Machine was disabled. The substitute Machine shall be subject to the same terms and conditions of this Agreement whilst in the Customer's possession.
- 2.29 If required by the Customer, the Supplier shall rent additional Machines to the Customer within 3 working days of receipt of notice from the Customer in addition to the quantity set forth under this Agreement, subject to the terms and conditions contained under this Agreement. Any additional Machines rented hereunder shall be subject to the same terms and conditions of this Agreement whilst in the Customer's possession.
- 2.30 In the event any of the Machine rented pursuant to this Agreement are rejected by the Customer at the time of delivery to the Customer, the Supplier shall take immediate steps, and not later than 7 days from the rejected date to either replace the rejected Machine or make alternations necessary to meet the specifications, free of any costs to the Customer.
- 2.31 The Supplier shall invoice the Customer for the Machine at the rates and in the manner specified and described herein.

- 2.32 The Supplier shall not assign, transfer, or sublet its rights or obligations under this Agreement without the prior written approval of the Customer. Provided that the Supplier shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred, or sublet.
- 2.33 The Supplier shall not interfere and disrupt quiet possession enjoyment, use, and possession of the Machine by the Customer during the period of the Term except to the extent that such interference is required in order to perform Supplier's obligations under this Agreement.
- 2.34 The Supplier warrants that the Supplier has complied with all laws and regulations relating to acquiring the ownership of the Machine and that the Supplier is duly entitled and has the power to rent the Machine to the Customer.
- 2.35 The Supplier shall obtain, keep valid, and subsisting at all times during the Term, and comply with the terms and conditions of, all permissions, permits, registrations, licenses, authorizations, and consents as may be required from time to time in order to carry on its business and perform its obligations hereunder.
- 2.36 If the Supplier cannot comply with any of its obligations under Clause 2 of the Agreement, the Supplier must notify the Customer in writing within 24 hours.

3. Rights and Obligations of the Customer

- 3.1 The Machine shall be accepted as a whole in accordance with the Specifications as provided for in the Agreement.
- 3.2 The Customer has the right to inspect and reject the Machine (or any part thereof) provided under this Agreement if in its opinion it decides that such Machine (or any part thereof) fails to meet the Specifications required by the Customer under this Agreement or does not comply with the Warranty under Clause 4. The Customer's right to inspect and where necessary, reject the Machine (or part thereof) after the Machine's arrival at the Sites shall in no way be limited or waived by reason of the Machine having previously been inspected and passed by the Customer or its representative prior to the Machine's delivery to the Customer.
- 3.3 The Customer shall bear the full cost of replacing a Machine with another of the same standard, technical capacity, and specifications. These costs shall include but are not limited to, the cost of components, the Machine or materials requiring replacement, any additional equipment necessary for the replacement, labor, assistance, development, and all associated expenses to deliver the replacement Machine for rental under this Agreement. However, no costs shall be borne by the Customer if the Machine is replaced due to technical failure attributable to the Supplier or the Machine's inherent defectiveness.
- 3.4 The Customer may accept the Machine when satisfied that the Machine is in accordance with the Specifications and terms and conditions contained herein.

- 3.5 The Customer shall pay the Supplier a minimum monthly commitment fee of Rs. (excluding VAT), hereinafter referred to as the "Minimum Monthly Commitment Fee," in respect of photocopies or printouts. This fee shall be payable on or before the last day of each calendar month. The Parties further agree that Rs. (excluding VAT) per photocopy or printout obtained from the Machine shall be used to calculate the Minimum Monthly Commitment Fee. Should the number of copies or printouts exceed in any given month, the Customer shall be charged at the agreed per-copy rate of Rs. (excluding VAT) for the excess.
- 3.6 Any additional photocopies or printouts exceeding the included in the Minimum Monthly Commitment shall be charged at a rate of Rs. (excluding VAT) per photocopy or printout. This rate shall apply to each excess copy or printout obtained from the Machine.
- 3.7 The Customer must keep the Machine safe and use it with due care.
- 3.8 Due to the proven gross negligence or willful misconduct of the Customer if the Machine is lost or damaged and cannot be returned to the Supplier, the Customer shall reimburse the Supplier the value of the lost or damaged Machine (less depreciation) at the time of such total loss or damage occurred as mutually agreed by the Parties. The Parties agree that the Supplier shall inform the Customer of the value of the Machine at the time of delivery of the Machine to the Customer.
- 3.9 The Customer acknowledges that the Supplier has the authority to remove the Machine in case of non-payment of payment by the Customer to the Supplier provided that the Supplier provides one-week prior notice to the Customer before such removal.
- 3.10 Paper costs, electricity costs, and IT infrastructure in the usage of the Machine shall be borne by the Customer.
- 3.11 Upon expiration or early termination of this Agreement, the Customer shall return the Machine to the Supplier in working condition except for normal wear and tear at a location determined by the Customer. Notwithstanding anything contained under this Agreement, the Customer shall not be responsible for the condition of the Machine due to any maintenance, servicing, and repair on the Machine(s) carried out by the Supplier or omitted to carry out by the Supplier.
- 3.12 In the event, that the Supplier fails to accept the return of the Machine(s) as notified by the Customer pursuant to Clause 3.11 above, the Customer shall not be responsible or liable for the Machine(s) or any loss or damage to the said Machine(s) in the possession of the Customer from the scheduled return date.

4. WARRANTY

- 4.1 The Supplier warrants to Customer that the Machine delivered and rented under the Agreement will comply strictly with the Agreement shall be first class in every case and shall be free from defects.
- 4.2 The Supplier warrants that the Machine:
1. is new (unless otherwise specified);
 2. conform with any description applied and any sample inspected machine provided by the Supplier during the selection process or thereafter and approved by the Customer;

3. conform with the Specifications;
4. shall be in good mechanical and working condition for the duration of the Term;
5. are free from defects in materials, manufacture, workmanship
6. conform to any legally applicable standards or international standards or other standards nominated in this Agreement;
7. are of merchantable quality;
8. are fit for their intended purpose;
9. meet industry standards in respect of the Machine.

4.3 The Supplier warrants that it has a good and unencumbered title to the Machine.

4.4 The Supplier warrants that the Machine is manufactured or delivered without infringing any person's Intellectual Property Rights.

4.5 The Supplier shall replace and restore the Machine to the requirements of the Agreement or such other performance levels agreed upon with the Customer, if the Machine shall fail to meet such requirements at any time during the Term or has developed a pattern of failure or pattern of degradation that is likely to cause Machine and to fail to meet such requirements.

4.6 This Clause shall survive the expiration and termination of this Agreement.

5. TERM AND TERMINATION

5.1 This Agreement shall be valid for a period of three (03) years commencing from _____ until _____, unless terminated earlier (hereinafter referred to as "Term").

5.2 The Customer may terminate this Agreement by issuing 30 days prior written notice to the Supplier on whatsoever ground and upon such termination, the Customer shall not be liable for any termination fee or compensation other than the fees that became due and payable to the Supplier prior to the date of termination of this Agreement. The Customer is entitled to terminate the Agreement (in whole or part) forthwith without any penalty at any time: (a) if the Machine becomes mechanically inoperable, and as a result the Customer cannot use the Machine for its intended purpose; or (b) if the Supplier fails to deliver the Machine in required conditions for the delivery.

5.3 Termination of the Agreement shall be without prejudice to the accrued rights and responsibilities of the parties and unless otherwise provided, the Customer shall be liable to pay the fees only for the period that the Machine was operational and used by the Customer until the date of termination or expiration of this Agreement. The Supplier 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 Supplier (including its agents, employees, and representatives) as a result of this Agreement.

5.4 Either Party shall have the right to terminate this Agreement at any time by giving written notice to the other Party 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 rectify same within 30 days of the written notice of the breach to the defaulting Party or immediately if the breach is incapable of remedy;

- b. if the other Party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade;
- c. if the other Party's license to carry out its business is revoked, canceled, or ceased (for the Supplier its business of leasing of Machine and Customer its airline business);
- d. 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 of all or any part of its assets or takes or suffers any similar action in consequence of debt.

6. PAYMENT TERMS

6.1 The Minimum Monthly Commitment Fee set out in clause 3.5 is inclusive of the costs of maintenance and service of the Machine as agreed in this Agreement. The Customer shall commence payment of the Minimum Monthly Commitment Fee upon acceptance of the Machine pursuant to this Agreement.

6.2 Payment should be done through a valid cheque addressed to the name as given below. The payment cheque should be attached to a copy of the original invoice.

Payee : <<Bidder>>
Account No: <<Account No.>>
Bank and Branch: <<Bank Details>>

6.3 The Supplier shall invoice the Customer monthly on an arrears basis. A master invoice shall be issued for machines that did not meet the Minimum Monthly Commitment, while a separate individual invoices shall be issued for machines exceeding the Minimum Monthly Commitment. The Customer shall settle the invoice within 45 days of the receipt of the invoice. In the event an invoice is disputed, the Customer shall pay the undisputed amount as stated herein and the disputed amount shall be payable within fourteen (14) days of the resolution of the dispute.

6.4 The total counter list of the photocopies or printouts obtained from the Machine for every month shall be collected by the Supplier or its representative on or before the 3rd of the next calendar month in order to dispatch the correct invoice.

6.5 The Customer is entitled to deduct or set off from the Minimum Monthly Commitment Fee any payments due from the Supplier to the Customer and withhold any payment required by law to be made in paying any payment in terms of Clause 3.5 and 3.6 hereof.

7 TAXES

7.1 Parties shall be responsible for payment of relevant taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislation and/or regulations.

- 7.2 Value Added Tax (VAT) is excluded from the rates and prices set forth in clause 3.5 & clause 3.6 and shall not be payable by SriLankan Airlines.
- 7.3 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.
- 7.4 Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment due to the Service Provider as per the tax laws of Sri Lanka.
- 7.5 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.

8. INSURANCE

- 8.1 The Supplier agrees to arrange and keep in place the under noted policies of insurance;
- An electronic all-risk insurance policy covering the equipment whilst at the premises of the customer for its current replacement cost.
 - A workmen's compensation insurance covering any employee or representative of the Supplier whilst on the premises of the Customer.
 - A public liability insurance policy extended to cover liability arising out of fire and explosion with a limit of indemnity of not less than LKR 2,500,000 per event

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement shall be governed by the laws of Sri Lanka and subject to the jurisdiction of the Courts of Sri Lanka.
- 9.2 If any dispute or difference whatsoever arises between the Parties concerning matters relating to this Agreement or any provision thereof, the Parties herein shall endeavor to resolve the dispute amicably. Failing amicable resolution of any dispute, the aggrieved party may refer the dispute to the Courts of Sri Lanka.

10. FORCE MAJEURE

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

- 10.2 The affected Party shall give the other Party as soon as possible notice of the occurrence or imminent occurrence of a force majeure event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 10.3 In the event the force majeure event relates to the delivery of the Machine by the Supplier unless otherwise directed by the Customer in writing, the Supplier 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.
- 10.4 Neither Party shall be liable to the other for loss or damage sustained by such other Party arising from any force majeure event referred to in Clause 9 above or delay arising from such force majeure event.
- 10.5 In the event that either Party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts, and labour troubles, then such Party so incapacitated shall compensate such other for damage and/or loss suffered by such other Party as a result of such strike, lockout, or labour trouble.

11. CONFIDENTIALITY

- 11.1 The Supplier shall not or shall not allow without the Customer's prior written consent, disclose, use, publish, disseminate or otherwise communicate directly or indirectly in whole or in part at any time or in any manner the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Customer, any information relating to the business and operations of Customer ("Confidential Information") in connection therewith to any person other than a person employed by the Supplier in the performance of the Agreement. Disclosure to any such employed person 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. Such persons shall not disclose, use, publish, disseminate, or otherwise communicate directly or indirectly in whole or in part at any time or in any manner any of the Confidential Information without Customer's prior written consent, and the Supplier shall be liable for any disclosure of Confidential Information in breach of this Clause.
- 11.2 The Supplier shall not, without Customer's prior written consent, make use of any document or information enumerated in Clause 11.1, except for purposes of performing the Agreement.
- 11.3 Any document, other than the Agreement itself, enumerated in Clause 11.1 shall remain the property of the Customer and shall be returned to the Customer on the expiry or termination of this Agreement if so required by the Customer.
- 11.4 There will be no breach of the obligations of the Supplier under this Agreement if the Confidential Information is legally required to be disclosed or divulged by any court, tribunal, or governmental authority with competent jurisdiction to which the Supplier is subject or the circumstances of its disclosure are permitted by this Agreement.
- 11.5 The Supplier shall indemnify the Customer against any loss or damage which the Customer may suffer or for which the Customer may become liable as a result of:

- any disclosure or use of Confidential Information in breach of this Agreement by the Supplier; or
- any unauthorized disclosure or use of Confidential Information by an authorized person of the Supplier.

11.6 This Clause shall survive the termination and expiry of the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier warrants that the Machine delivered and rented under this Agreement to the Customer do not, alone or in combination with each other, infringe any Intellectual Property Rights, and the Supplier shall indemnify and hold indemnified Customer, its affiliates, directors, employees, agents, representatives, subcontractors completely harmless at all times from and any and all claims, demands, damages, liabilities, losses, suits, proceedings, settlements, judgments, costs, expenses (including reasonable counsel and attorney fees) and expenses arising out of or in connection with any alleged or actual violation or infringement of Intellectual Property Rights in respect to the of Machine delivered and rented under this Agreement:

12.2 The Supplier shall defend Customer at the Supplier's own cost at any or all such suits or proceedings instituted against Customer in respect to the Machine. In the event the Supplier fails to defend the Customer as aforementioned, the Customer shall have the right to defend or admit liability in respect of such actual or alleged infringement or violation of any Intellectual Property Rights with regard to the Machine as set forth in Clause 12.1, and the Supplier shall immediately on demand, indemnify and reimburse to Customer any losses, costs, damages, liabilities, settlement or judgments imposed or incurred or arising in respect of such actual or alleged infringement or violation of any Intellectual Property Rights in the Machine.

12.3 If the Machine or any item thereof supplied and delivered under the Agreement is held to constitute an infringement in such action, the Supplier at his own expense will have the choice of taking one or more of the following courses of action;

- a. replace the infringing Machine (in whole or in part) with a non-infringing Machine; or
- b. procure for Customer the right to continue to use such Machine; or
- c. if the solutions in either of the two preceding paragraphs cannot be achieved on reasonable terms, the Supplier shall pay to the Customer the amount of any loss or damage sustained as a result of the loss of the Machine.

12.4 Customer does not grant the Supplier any right, title, or interest in any of its Intellectual Property Rights except as expressly authorized in writing by Customer and the Supplier shall not have any right, title, or interest in the said Intellectual Property Rights of Customer other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the Customer.

12.5 The Supplier shall comply with any and all instructions issued by Customer in relation to the display of any Intellectual Property Rights of Customer. Upon expiry or earlier termination of this Agreement, the Supplier shall immediately cease and desist for all times from any use of or reference to Customer's Intellectual Property Rights and shall return to Customer' copies or materials containing such Intellectual Property Rights.

13. INDEMNITY AND LIMITATION OF LIABILITY

13.1 The Customer agrees to defend, indemnify, and hold the Supplier harmless from any loss, liability, damage, claim, demand, action, or suit of whatsoever nature, including injury or death to a person or damage to property caused by gross negligence or willful misconduct of the Customer, its representatives, and agents during the period that the Machine is in Customer's possession; provided however, the Customer shall not be liable for any losses, claims, costs, suits or damages to the Machine due to any gross negligence, willful misconduct, acts of theft, pilferage, and/or sabotage when the Machine is in the possession of Supplier and/or during any period where maintenance or servicing work is carried out by the Supplier.

13.2 The Supplier shall indemnify and hold harmless the Customer, its directors, officers, employees, agents, and sub-contractors free and clear from and against any and all losses, costs, expenses including legal fees, claims, damages, and liabilities, whether direct or indirect, to the Customer, its directors, agents, employees, sub-contractors representatives or any third parties that may arise pursuant to this Agreement, in particular pursuant to any:

- claims by any employees of the Supplier 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 Supplier to discharge its responsibilities or obligations towards its employees, representatives, and personnel;
- accident, injury, or death caused to any person including employees, agents, and sub-contractors of the Customer, or loss or damage to any property including properties of the Customer, arising out of any act, negligence, willful misconduct, or omissions of the Supplier and/or any of its personnel save and except where such accident, injury or death or any damage to any property is caused due to the gross negligence and/or willful misconduct of the Customer;
- acts of theft, pilferage of property, or other acts committed by the Supplier or its personnel which cause financial loss or are likely to bring the Customer into disrepute;
- due breach of any terms and conditions of this Agreement including any representation or warranty contained in this Agreement;
- failure by the Supplier to perform or otherwise fulfill any covenant or other obligation hereunder or any breach or violation of any covenant or other obligation or duty of Supplier under this Agreement or under applicable law;
- due to any acts or omission of the Supplier or its servants, agents employees or representatives, subcontractors, or any person acting for or on behalf of the Supplier;
- due to any violation of any laws, regulations, claims by government regulators or agencies for fines, penalties, sanctions, or other remedies arising from or in connection with the failure to comply with its regulatory/legal requirements and compliances;
- any loss or damage to any person or property arising out of or related to the maintenance and/or servicing of the Machine and/or defect in the Machine rented under this Agreement ;
- due to the Machine provided to Customer is not suitable for the use intended and/or does not meet the Specifications set out in this Agreement including alleged illness, injury, death, or damage as a result of the use of any the Machine rented by the Supplier

save as to the extent due to acts and omission of the grossly negligent or willful misconduct of Customer;

- 13.3 Notwithstanding anything to the contrary in this Agreement, in no event will either Party be liable to the other Party herein for any damages resulting from loss of goodwill; loss of revenues; loss of data, loss of business; loss of profits; or for any incidental, special, exemplary, or consequential damages.
- 13.4 Notwithstanding anything to the contrary, the Customer's maximum liability to the Supplier for any cause whatsoever under this Agreement shall be limited to any payments due and payable to the Supplier under the Agreement.
- 13.5 Nothing in this Agreement shall exclude or limit either Party's liability for fraudulent misrepresentation; death, personal injury caused by negligence; Confidentiality obligations; or any liability which cannot be excluded by law or the operation of this Agreement.

14. NOTICE:

- 14.1 Except otherwise as specified in the Agreement, all notices, requests, demands, or other communications required or pursuant to this Agreement to be served or given by either Party to the other shall be served or given in writing and in the English language and shall be sent or delivered by hand delivery or by registered mail or by email or facsimile transmission in the case of either Party to the designated officer and address set out below:

In the case of the Customer to:

- (i) Operational Matters

- (ii) Invoices for Payments:

In the case of the Supplier to:

<<Details>>

- 14.2 A notice shall become effective as follows:
- (i) in the case of hand delivery on delivery;
 - (ii) in the case of courier or registered mail five (05) Business Days upon sending the registered mail;
 - (iii) in the case of the courier three (03) Business Days upon sending the courier;
 - (iv) in the case of facsimile or email transmission, twenty-four (24) hours after confirmed transmission unless such transmission was outside of normal business hours/business days or on public holiday, on the time of resumption of normal business hours.

15. GENERAL

- 15.1 Nothing contained in this Agreement and no activity by either Party in the performance hereof shall constitute, create, or deemed to constitute or create between either Party or between or among either Party and any of its officers, directors, employees, an agency or representative, relationship or a partnership, joint venture or association, 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.
- 15.2 This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party. Any assignment or subcontracting hereof by either Party shall not diminish the rights of Customer and increase the obligations of the Customer.
- 15.3 This Agreement including Schedule A shall constitute 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. No variation in, or modifications of, an amendment to the terms of the Agreement shall be binding on the Parties except by written amendment signed by both Parties.
- 15.4 The Supplier shall not issue any press release or other public or media announcement or activity related to this Agreement, or the Machine rented under this Agreement or referring to the Customer or any of its affiliates or their services or business, whether written or oral, without the prior written consent of Customer, except as required by law or court order.
- 15.5 Time shall be of the essence with respect to each and every obligation of the Supplier hereunder and under the Agreement.
- 15.6 Neither failure nor delay on the part of either Party 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 either Party 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 either Party of any right, remedy, power or privilege with respect to any occurrence or the breach of any condition and obligations undertaken by the other Party under this Agreement be construed as a waiver thereof with respect to any other occurrence. A waiver by either Party of any breach or default by the other Party will not be construed as a continuing waiver of the same or any other breach or default under the Agreement.
- 15.7 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.

If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.

15.8 Nothing in this Agreement shall prevent both Parties from availing themselves of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused their authorized signatories to place their hands hereunto and to one other of the same tenure on the date first referred to above in:

The signature of the authorized signatory
of **SRILANKAN AIRLINES LIMITED**
is placed hereunto

The signature of the authorized signatory
of is placed hereunto

Name:
Designation:

Witness:

Name:
Designation:

Name:
Designation:

Witness:

Name:
Designation:

SCHEDULE A – Bill of Quantity and Specifications

TO BE COMPLETED ON COMPLETION OF THE PROCUREMENT PROCESS.

Section IX

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, 90 days beyond the expiry of the contract] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]