



PROVISION OF MULTIFUNCTIONAL PRINTERS/COPIERS ON RENTAL BASIS

REFERENCE NO: 202531469

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

Section I - Instruction to Bidder (ITB)

A: General	
1. Scope of Bid	1.1 Provision of Multifunctional Printers Copiers on Rental Basis in Section III - Schedule of Requirements. 1.2 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 to the email address specified in the “Data Sheet”.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Bidders • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Bid Submission Form • Section V. General Conditions • Annexure A : Bid Acknowledgement Form • Annexure B : Technical/General Specifications & Compliance form • Annexure C: Price Schedule Form • Annexure D: Questionnaire - Not Applicable • Annexure E: Bid Security Form • Annexure F: Performance Bond • Annexure G: Clientele Information Form • Annexure H: Vendor Information Form • Annexure I: Non-collusion Affidavit • Annexure J: Sample Contract

	C: Preparation of Bid
3. Documents Comprising your Bid	3.1 The document shall comprise the following: (Mandatory) • Sections IV: Bid Submission Form • Annexure B: Duly filled Compliance Form • Annexure C: Price Schedule Form • Annexure E: Bid Security Form • Annexure I: Non-collusion Affidavit
4. Bid Submission Form and Technical/ General Specifications & Compliance form	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in “Data Sheet”, all items must be priced separately in the Price Schedule Form. 5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid. 5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The Bidders shall quote in Sri Lanka Rupees
7. Documents to Establish Conformity of the Goods	7.1 The Bidder shall submit following documents along with the bid for evaluation: • 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 years. • Annexure G: Clientele Information Form • Annexure H: Vendor Information Form
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.

9. Bid Security	9.1 The Bidder shall furnish as part of its bid, a Bid Security, using Form included in Annexure E. (Mandatory) 9.2 The Bid security shall be in the amount specified in the Section II, “Data Sheet” and shall be unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines, valid for a period of Twenty-Eight (28) days beyond the original validity period of the bid or beyond any period of extension.
10. Format and Signing of Bid	10.1 The bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D: Submission of samples - Not Applicable	
11. Submission of Samples	11.1 Provide XXXXXXXX along with the bid. 11.2 Bids without proper samples/ unidentifiable samples will be subject to rejection. 11.3 If any bidder wishes to hand deliver samples, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, “Data Sheet”, clause 16.2 for contact details.
E: Submission and Opening of Bid	
12. Submission of Bid	12.1 Bidders shall submit their bids to the E-mail address as specified in the Section II “Data Sheet”. 12.2 The E-mail shall bear the specific identification of this bid exercise as indicated follows. “Provision of Multifunctional Printers Copiers on Rental Basis - 202531469” 12.3 The bidder shall submit the proposals in the price schedule forms attached at Annexure B. 12.4 If any bidder experience issue in sending bids, please contact SriLankan Airlines staff well in advance. Refer Section II “Data Sheet”, clause 16.2 for contact details. Upon successful submission of the e-mail, an automatic acknowledgement e-mail will be received. Bidder shall confirm that the bid has been submitted.
13. Deadline for Submission of Bid	13.1. Bid must be received by SriLankan Airlines to the address set out in “Data Sheet”, and no later than the date and time as specified in the “Data Sheet”. 13.2. SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

14. Late Bid	14.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 13.1 above.
15. Opening of Bids	15.1. SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders at the address, date and time specified in the “Data Sheet”. 15.2. A representative of the bidders may be present and mark its attendance. 15.3. If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of Security clearance. Refer “Data Sheet”, clause 16.2 for contact details. 15.4. Presence of the Bidder will not necessarily ensure selection of the proposed goods.
F: Evaluation and Comparison of Bid	
16. Clarifications	16.1 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. 16.2 SriLankan Airlines’ request for clarification and the response shall be in writing at SriLankan Airlines’ email address specified in the “Data Sheet”.
17. Responsiveness of Bids	17.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received. 17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.

18. Evaluation of bid	18.1 The items will be subjected to evaluation based on the following criteria: 1. Preliminary Examination of Bids SriLankan Airlines shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. • Bid Submission Form • Duly filled Compliance Form • Dully filled Price Schedule Form • Bid Security • Non-collusion Affidavit 2. Evaluation of Eligibility • A registered business in Sri Lanka • Minimum 3 years' experience in providing multi-function printers/copiers (MFP) with a similar solution (preferably including 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.
19. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	19.1 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	
20. Acceptance of the Bid	20.1 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. Contract will be awarded to a single bidder.
21. Notification of acceptance	21.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted. 21.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it. 21.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract. 21.4 The Contract is extendable for a further 01-year period based on mutual agreement under same terms and conditions and supplier performance.

22. Performance Bond	22.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of 5% of the total value of the contract, using the Performance Security Form included in Annexure F. 22.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 28 days thereafter. 22.3 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.
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Section II: Data Sheet

ITB Clause Reference	
1.2	E-mail address for submission of Bid Acknowledgement Form: mareshini.kulathilaka@srilankan.com
9.2	Bid security shall be LKR 698,000 and valid till on 25 th March 2026.
12.1	The E-mail address for submission of Bids is: genproctenders@srilankan.com
13.1	Deadline for submission of bids is on or before 28 th October 2025 at 1000 hrs SriLankan Time (GMT +5:30).
15.1	Opening of bids on 28 th October 2025 at 1000 hrs SriLankan Time (GMT +5:30) at the Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.
16.2	<u>For communication purposes:</u> Attention: Maheshini Kulathilaka Address: SriLankan Airlines Limited, Commercial Procurement Department (General), Airline Centre, Bandaranaike International Airport Katunayake , Sri Lanka Telephone: +94 (0) 19733 2773 / 0744442476 E mail address: mareshini.kulathilaka@srilankan.com

SECTION III - SCHEDULE OF REQUIREMENTS

I.	Description of Service	Invitation of Quotations for Managed Printer Services for (03) Years
II.	Period	3 years
III.	Location	Katunayake, Colombo, Galle, Kandy, Mattala
IV.	Machine requirement	60 machines within 120 days upon award of the contract 40 machines on demand with 60 days prior notice
V.	Payment Term	Minimum 45 days credit from the date of receipt of the invoice
VI.	Performance Security	5% of the total value of the contract (Blocked or to be renewed annually)

1. MACHINE SPECIFICATIONS:

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)		
Running No:	Specification	Required functions (Mandatory)
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 5-inch touch display control panel or higher. The bidder may specify the display size.
1.3	Memory	Minimum 1GB
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 and confirmation shall be provided along with the proposal. Minimum: Win 11 64-bit, Windows Server 2022 OS (64-bit), and any upcoming Windows operating systems/patch levels. Further Bidder shall agree to provide recommended drivers for the operating systems listed under minimum requirements when requested by SriLankan IT during the deployment. If any windows server is required for the proposed solution, it is the sole responsibility of the service provider to provide the server licenses and required hardware resources. Optional: Apple macOS.

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)		
Running No:	Specification	Required functions (Mandatory)
1.7	Printer management	All the printers shall be able to configure/Monitor via a centralized management web interface. A common admin password shall be configured to access the admin console.
1.8	Device stand Hight	Bidder shall be provided with a suitable stand/pedestal that gives convenience to the user to operate without leaning towards the device.
1.9	Printer usage	The 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 HDD/SSD/eMMC/NVMe. Service provider shall comply with all applicable Sri Lankan corporate and Information Security policies, standards, and procedures.
2.0	paper Handling	
2.1	Minimum Paper Input Capacity	Minimum 250 Sheets (Per Tray)
2.2	Paper Tray	Minimum 2 Trays
2.3	Support Paper types	Minimum: A4, Letter, Legal, A3(optional) Service provider shall provide a minimum of 20% printers with A3 printing capability.
2.4	Paper Weight	Minimum 64 - 125 g/m ²
2.5	Paper Output capacity	Minimum 150 sheets
3.0		
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(optional) Service provider shall be able to provide a minimum of 20% printers with A3 printing capability.
4.0		
4.1	Speed (A4)	Minimum 25 ppm
4.2	Resolution	Minimum 600x600 dpi
4.3	Magnification	Variable zoom: 25% to 400% (1% Increments)

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)		
Running No:	Specification	Required functions (Mandatory)
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(optional) Service provider shall provide a minimum of 20% printers with A3 printing capability
5.0	Configuration/Type	
5.1		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(optional) Service provider shall be able to provide a minimum of 20% printers with A3 printing capability
5.9	Support paper weight for ADF	Bidder shall specify the supported paper weight (gsm) for the ADF. Minimum 64 - 125 g/m ²
6.0		
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 to be accurate, clean, dark & readable.

SECTION IV - BID SUBMISSION FORM

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued.
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of ____.
- (c) The total price of our bid for 3 years is (excluding VAT): [insert the total price in words and figures];
- (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 Security is attached and same is valid for a period of 148 days after the bid submission deadline date.

Signed:

Name:

Date

SECTION V - GENERAL CONDITIONS

- For both brand-new and reconditioned machines:
 - Bidders must attach technical specifications or brochures with their bid response.
 - Shortlisted bidders must provide at least one sample machine for detailed technical evaluation or Proof of Concept (POC).
- Interested Bidders are required to supply 60 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 40 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 60 days' advance notice, bringing the total potential requirement to 100 devices.
- If the bid is accepted, the successful bidder is required to sign the Contract Agreement. A sample of the Contract Agreement is provided in **Annex J**. Please note that this is only a sample contract and if there are any discrepancies between the sample contract and the content in section I and section V, clauses mention in section I and section V will prevail.
- Carefully review all terms, including insurance requirements, service levels, and liquidated damages, and quote them accordingly.
- Each page of the price schedule must be signed or stamped by the authorized representative.
- All bid clarification requests must be submitted before the specified deadline.

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 the supply of ____ - reference no: ____ 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

Compliance Form - 202531469

Name of the Bidder :

	Requirement (Mandatory)	Documentary Proof required	Compliance of bidder (To be filled by the bidder with supporting document where necessary)
	A registered business to carry out required hiring service	• Certificate of Incorporation and/or Business Registration • Articles of association for companies registered under the Companies Act.	Documentary evidence Attached or Not
	Minimum 3 years' experience in providing multi-function printers/copiers (MFP) with a similar solution (preferably including Pull Print) on a hiring basis to the corporate sector.	Minimum 2 recommendation letters from 2 existing corporate clients confirming the required experience of 3 year	Documentary evidence Attached or Not
	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.	Copy of the duly signed contract inclusive of the contract period and number of machines hired under the contract	Documentary evidence Attached or Not

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 5-inch touch display control panel or higher. The bidder may specify the display size.		
1.3	Memory	Minimum 1GB		
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.		

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Runnin g No:	Specification	Required functions (Mandatory)	Complied/Non - Complied	Remark/Not e
1.6	Drivers	All three (3) functions of the proposed unit shall be compatible with the following operating systems and confirmation shall be provided along with the proposal Minimum: Win 11 64-bit, Windows Server 2022 OS (64-bit), and any upcoming Windows operating systems/patch levels. Further Bidder shall agree to provide recommended drivers for the operating systems listed under minimum requirements when requested by SriLankan IT during the deployment. If any windows server is required for the proposed solution, it is the sole responsibility of the service provider to provide the server licenses and required hardware resources.		
		Optional: Apple macOS.		
1.7	Printer management	All the printers shall be able to configure/Monitor via a centralized management web interface. A common admin password shall be configured to access the admin console.		
1.8	Device stand Hight	Bidder shall be provided with a suitable stand/pedestal that gives convenience to the user to operate without leaning towards the device.		
1.9	Printer usage	The 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		

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Runnin g No:	Specification	Required functions (Mandatory)	Complied/Non - Complied	Remark/Not e
1.12	Storage	built in HDD/SSD/eMMC/NVMe. Service provider shall comply with all applicable Sri Lankan corporate and Information Security policies, standards, and procedures.		
2.0	paper Handling			
2.1	Minimum Paper Input Capacity	Minimum 250 Sheets (Per Tray)		
2.2	Paper Tray	Minimum 2 Trays		
2.3	Support Paper types	Minimum: A4, Letter, Legal, A3(optional) Service provider shall provide a minimum of 20% printers with A3 printing capability.		
2.4	Paper Weight	Minimum 64 - 125 g/m ²		
2.5	Paper Output capacity	Minimum 150 sheets		
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(optional) Service provider shall be able to provide a minimum of 20% printers with A3 printing capability.		
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(optional) Service provider shall provide a minimum of 20% printers with A3 printing capability		

Option - 01: Monochrome Laser Printer/Copier (Enterprise Grade)				
Running No:	Specification	Required functions (Mandatory)	Complied/Non - Complied	Remark/Note
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(optional)		
		Service provider shall be able to provide a minimum of 20% printers with A3 printing capability		
5.9	Support paper weight for ADF	Bidder shall specify the supported paper weight (gsm) for the ADF. Minimum 64 - 125 g/m ²		
6.0	Consumables/Print Quality			
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 to be accurate, clean, dark & readable.		

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

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

Date: [Insert date]

ANNEXURE C - PRICE SCHEDULE FORM

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 (60 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. 209,500 for 60 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]

ANNEXURE D - QUESTIONNAIRE - NOT APPLICABLE

ANNEXURE E - BID SECURITY FORM

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

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

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

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

Date: _____

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

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

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

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

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

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

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

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

ANNEXURE F - 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 the Contract dated ----- with you, for the -----Supply of -----[name of contract and brief description] (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the --- day of ----,20..[insert date,28 days beyond the 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)]

ANNEXURE G - CLIENTELE INFORMATION FORM

The bidder shall provide details of the client to whom they provide the same service.
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 units provided
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]

ANNEXURE H - VENDOR INFORMATION FORM**(TO BE FILLED BY THE VENDOR)**

Section A - <i>Basic information of the vendor</i>	
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 - <i>Details of Directors, Shareholders and related parties</i>	
1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	

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

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

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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

**ANNEXURE I - NON-COLLUSION AFFIDAVIT
NON-COLLUSION AFFIDAVIT (TEMPLATE)**

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

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

BEFORE ME,

1)For Local bidders - Justice of Peace or Commissioner of Oaths.

(Affidavit to be signed on an LKR 50 stamp as per the statutory regulations of Sri Lanka)

2)For Foreign Bidders - Competent Person/Institution Duly Authorized Under the Laws of the Respective Country.

ANNEXURE J - 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

The signature of the authorized signatory

of **SRILANKAN AIRLINES LIMITED**
placed hereunto

of is placed hereunto

is

Name:
Designation:

Witness:

Name:
Designation:

Witness:

Name:
Designation:

Name:
Designation:

SCHEDULE A - Bill of Quantity and Specifications

TO BE COMPLETED ON COMPLETION OF THE PROCUREMENT PROCESS.