



**INVITATION FOR SUBMISSION OF BIDS FOR
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SMALL
BAGGAGE/ CARGO DUAL VIEW X-RAY MACHINE & EXPLOSIVE TRACE DETECTOR**

REFERENCE NO: 201930309

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

Section I. Instructions to Bidders (ITB)

A: General	
1. Scope of Bid	<p>1.1. SriLankan Airlines invites you to submit a bid for the supply of Goods as specified in Section IV - Schedule of Requirements.</p> <p>1.2. You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form at Section III - Bidding Forms, 07 working days prior to bid closing date.</p>
B: Content of Documents	
2. Content of Documents	<p>2.1. The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders • Section II. Bidding Data Sheet (BDS) • Section III. Bidding Forms • Section IV. Schedule of Requirements <p>2.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p>
C: Preparation of Bid	
3. Cost of Bidding	3.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and SriLankan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. Language of Bid	4.1. The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the SriLankan Airlines, shall be written in English language.
5. Documents Comprising your Bid	<p>5.1. The documents shall comprise the following:</p> <ul style="list-style-type: none"> a) ITB Clause 6.1 : Bid Submission Form b) ITB Clause 7.1 : Price Schedule c) ITB Clause 12.1 : Bid Security guarantee d) Documentary evidence in accordance with ITB Clause 9, that the Goods and Related Services conform to the Bidding Documents

	<p>e) Documentary evidence in accordance with ITB Clause 10 establishing the Bidder's qualifications to perform the contract if its bid is accepted</p> <p>f) Any other document required in the ITB</p>
6. Bid Submission Form	<p>6.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III - Bidding Forms</p> <p>6.2. 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>
7. Prices	<p>7.1. The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods it proposes to supply under the Contract.</p> <p>7.2. (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier: (a) on components and raw material used in the manufacture or assembly of goods quoted; or (b) on the previously imported goods of foreign origin (ii) However, VAT shall not be included in the price; (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination; (iv) the price of other incidental services</p> <p>7.3. The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 21.</p> <p>7.4. All items must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</p>
8. Currency	<p>8.1. The Bidders shall quote in foreign currency or in Sri Lanka Rupees. The conversions shall be carried out using the selling rate published by the Central Bank of Sri Lanka on the date of Bid Opening.</p>
9. Documents to Establish Conformity of the Goods	<p>9.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.</p> <p>9.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical</p>

	<p>specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.</p> <p>9.3. Duly filled Compliance form furnished in Section IV, Schedule of Requirements</p>
<p>10. Documents Establishing the Qualifications of the Bidder</p>	<p>10.1. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall be established to the satisfaction of SriLankan Airlines:</p> <p>(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;</p> <p>(b) In case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. The local agent shall be registered under the Public Contracts Act. Evidence of registration under the Public Contracts act and a separate vendor information form for the local agent shall be submitted.</p> <p>(c) that the Bidder meets each of the qualification criterion specified in Section IV, Schedule of Requirements.</p> <p>(d) In order to ensure continuity of supply of goods/Services to SriLankan Airlines in the event of a disruption to bidder's operations, the Bidder shall provide details of alternative arrangements available within the agreed cost and specifications of product.</p>
<p>11. Period of Validity of bid</p>	<p>11.1. Bids shall remain valid for a period of 120 days after the bid submission deadline date. A bid valid for a shorter date shall be rejected by SriLankan Airlines as non-responsive.</p> <p>11.2. In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 12, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.</p>

12. Bid Security	12.1. The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS, using the Form included in Section III – Bidding Forms and valid for a period of 120 days after the bid submission deadline date
13. Format and Signing of Bid	13.1. 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: Payment terms	
14. Payment terms	14.1. Machine cost - 45 days after installation and commissioning 14.2. Service Level Agreement cost – quarterly payment with 45 days credit
E: Submission and Opening of Bids	
15. Submission of Bids	<p>15.1. Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.</p> <p>15.2. (a) Bear the name and address of the Bidder; (b) be addressed to SriLankan Airlines in accordance with ITB Sub-Clause 16.1; (c) bear the specific identification of this bidding process as indicated in the BDS; and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 18.1.</p> <p>15.3. If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of Security clearance. Refer BDS for contact details.</p>
16. Deadline for Submission of Bids	<p>16.1. Bid must be received by SriLankan Airlines to the address set out in BDS, and no later than the date and time as specified in the BDS.</p> <p>16.2. 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.</p>
17. Late Bids	17.1. SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 16 above.
18. Opening of Bids	<p>18.1. SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders at the address, date and time specified in the BDS.</p> <p>18.2. A representative of the bidders may be present and mark its attendance</p> <p>18.3. If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of Security clearance. Refer BDS for contact details</p> <p>18.4. Presence of the Bidder, will not necessarily ensure selection of the proposed goods.</p>

F: Evaluation and Comparison of Bid	
19. Clarifications	19.1. 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.
20. Responsiveness of Bids	20.1. SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received. 20.2. If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.
21. Preliminary Examination of Bids	21.1. SriLankan Airlines shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. (a) Bid Submission Form, in accordance with ITB Clause 6 (b) Price Schedules, in accordance with ITB Clause 7 (c) Bid Security in accordance with ITB Clause 12
22. Evaluation of bids	22.1. The bid will be subjected to an evaluation based on the criteria defined in the specifications, clientele and the financial offer (Equipment cost + maintenance agreement cost for 7 years). The maintenance agreement cost, payment terms shall be evaluated using the net present value. 22.2. Other factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. 22.3. The SriLankan Airlines has the right to award one or multiple items to more than one Bidder.
23. SriLankan Airlines' Right to accept any Bid, and to reject any or all Bids.	23.1. SriLankan Airlines reserves the right to accept or reject any bid and to accept only part of 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	
24. Award Criteria	24.1. 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.
25. SriLankan Airlines's Right to Vary Quantities at Time of Award	25.1. At the time the Contract is awarded, SriLankan Airlines reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section IV-Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
26. Notification of Award	26.1. SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted. 26.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. 26.3. After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.

	<p>26.4. Within seven (7) days of informing the Bidder to sign the contract, the successful Bidder shall sign the contract.</p>
27. Performance Security	<p>27.1. Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security as specified in the BDS.</p> <p>27.2. The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>27.3. Failure of the successful Bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.</p>
28. Liquidated Damages	<p>28.1. Liquidated damages shall be applied for late deliveries.</p> <p>28.2. Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.</p>

Section II: Bidding Data Sheet (BDS)

ITB Clause Reference	
12.1	Bid shall include a Bid Security (issued by bank or surety) in the format included in Section III Bidding Forms for LKR 3,300,000.00
15.2 (b)	<p>The address for submission of Bids is :</p> <p>Attention : Senior Manager Commercial Procurement</p> <p>Address : Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</p>
15.2 (c)	<p>The name and identification number of the Procurement are:</p> <p>Supply, Installation, Commissioning And Maintenance Of Small Baggage/ Cargo Dual View X-Ray Machine & Explosive Trace Detector</p> <p>Reference No: 201930309</p>
15.3	<p><u>For Clarification/ handing over bids and samples/participating for bid opening:</u></p> <p>Telephone: +94 (0) 19733 2476</p> <p>E mail address: maheshini.kulathilaka@srilankan.com</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</p>
16.1	<p>Deadline for submission of bids is 13th August 2019, 1100 hrs SriLankan Time (GMT +5:30)</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</p>
18.1	<p>Opening of bids on 13th August 2019 1130 hrs SriLankan Time (GMT +5:30) at the Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p>
27	<p>The performance bond (issued by bank or surety acceptable to SriLankan Airlines) in the format included in Section III Bidding Forms for 10% of the contract value.</p>

Section III. Bidding Forms

- Annexure A: Bid Submission Form
- Annexure B : Bid Acknowledgement Form
- Annexure C : Price Schedule Form
- Annexure D : Bid Security guarantee Form
- Annexure E : Performance Bond
- Annexure F : Clientele Information Form
- Annexure G : Commitment on Ethical Manufacturing practices
- Annexure H : Vendor Information Form
- Annexure I : Manufacturer's Authorization Form

ANNEXURE A: Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions 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 the following Goods [insert a brief description of the Goods];
- c) The total price of our bid (For local bidders - including NBT and excluding VAT) including any discounts offered is: [insert the total bid price in words and figures];
- d) Our bid shall be valid for the time specified in ITB Clause 11
- e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 27 for the due performance of the Contract;
- f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- h) Bid Security is attached and same is valid for a period as specified in ITB Clause 12.

Signed:

Name:

Date

ANNEXURE B: 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, Installation, Commissioning and Maintenance of Small Baggage/ Cargo Dual View X-Ray Machine & Explosive Trace Detector, Reference No: 201930309 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 C: Price Schedule Form

Name of the Bidder :

1. Equipment

Line Item Number	Description of Goods	Country of Origin/ manufacture	Quantity	Unit of Measure	Unit Price (including NBT and excluding VAT) DAP-Katunayake Airport	Total Price (including NBT and excluding VAT) DAP- Katunayake Airport	Lead Time (Production + Delivery)	Remarks
1	Small Baggage/ Cargo Dual View X-Ray Machine		01	Item				
2	Explosive Trace Detector		01	Item				
3	Total							
4	Total price if all equipment are purchased as a bundle							

Note:
Supplier is eligible for Zero import duty (total exemption).
The price shall inclusive all costs up to the commissioning.

Signature: [Signature of person signing the Bid]

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

Date: [Insert date]

2. Maintenance agreement

Description of Goods	Quantity	Cost (including NBT and excluding VAT)							Total
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Small Baggage/ Cargo Dual View X-Ray Machine	01								
Explosive Trace Detector	01								
Total									
Total if all equipment are purchased as a bundle									

3. Unit cost (Factory price) of consumables to be replaced during service level agreement after the warranty period, shall listed for each machine separately along with the offer. At a replacement of any listed consumable/s after the warranty period, unit cost of the particular consumable will be calculated by referring the given consumer price index at the date of particular invoice, subject to a maximum of 5% increase from the initial unit cost. Applicable consumer price index shall be given by the vendor based on the country of Incorporation of the business as stated in the vendor information form (Annexure H).

Consumer price index –

Country of Incorporation of the business –

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

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

Date: *[Insert date]*

ANNEXURE D : Bid Security Guarantee

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

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

Beneficiary: ----- [insert name and address of Purchaser]

Date: ----- [insert (by issuing agency) 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 execution/supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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

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

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder;

or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date)

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

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

ANNEXURE E : Performance Bond

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into 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,... days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

ANNEXURE F : Clientele Information Form

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

Annexure G : Commitment on Ethical Manufacturing practices

Referenc No :

Supply of

We, (Company Name)
having our registered address at.....

..... hereby wish to certify that we and our sub-contractors have conformed to ethical manufacturing practices broadly specified below in manufacturing and supplying goods under the above mentioned Tender to SriLankan Airlines.

- Legal Compliance: Compliance with all applicable legal requirements related to business operations, labour, product quality and environmental protection.
- Ethical Labour : _Nonuse of child labour, non-use of forced, bonded, prison or illegal labour and non-discrimination or harassment against individuals
- Health and Safety : Provide the workers with a safe working environment, including prevention of exposure to chemical, biological and physical hazards,.

We hereby consent to provide SriLankan Airlines any further information as evidence of adherence to above mentioned ethical manufacturing practices, and agree to provide similar certification of ethical manufacturing practices from time to time. We also consent to provide opportunities to inspect our manufacturing facilities to examine our compliance levels with above standards, if requested by SriLankan Airlines.

We hereby acknowledge that SriLankan Airlines reserves the right to terminate the contract for supply of goods under this tender, and/or blacklist our Company from conducting business with SriLankan Airlines, if there is evidence to the effect that we have misrepresented our compliance levels with regard to the above mentioned ethical practices.

Signed on this day of in

Name :

Designation :

Company Name :

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

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

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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

✓ Tick the appropriate boxes

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

Annexure I : Manufacturer’s Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date: [insert date (as day, month and year) of Bid Submission]
No.: [insert number of bidding process]
To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]
Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]
Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]
Dated on _____ day of _____

Section IV – Schedule of Requirements

1. List of Goods and Delivery Schedule

Line Item #	Description of Goods	Quantity	Unit of Measurement	Final Destination	Delivery Date
01	Supply, Installation, Commissioning And Maintenance Of Small Baggage/ Cargo Dual View X-Ray Machine	01	Item	Airport, Katunayake, Sri Lanka	As per SriLankan Airlines requirement
02	Supply, Installation, Commissioning And Maintenance Of Explosive Trace Detector	01	Item	Airport, Katunayake, Sri Lanka	As per SriLankan Airlines requirement

2. Technical/General Specifications & Compliance form

2.1. Compliance form

Name of the Bidder :

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Compliant /Non-compliant)	Remarks

Note: Above table must be filled by referring all specifications given below for both machines (Small Baggage / Cargo Dual View X-Ray Machine - Point 1 – Point 4.1 & Explosive Trace Detector - Point 1 – Point 10.1) separately.

- **TECHNICAL SPECIFICATIONS FOR SMALL BAGGAGE/ CARGO DUAL VIEW X-RAY MACHINES**

1. PURPOSE

The X-ray screening system specified herein is designed to prohibit the introduction of contraband materials, weapons, explosives, liquid explosives, dangerous articles, substances & devices in baggage/package type objects. The proposed System to be covered by these specifications, will allow security personnel to examine baggage, packages and courier parcels to ensure that no contraband materials, weapons, explosives, dangerous articles, narcotics, substances & devices are being transported into a security restricted areas (SRA) / Aircraft.

2. TECHNICAL SPECIFICATIONS

2.1. General

- 2.1.1 The Tunnel Size: 600-750 mm (width) x 400-550 mm (height)
- 2.1.2 System width < 2000 mm.
- 2.1.3 System length < 3200 mm.
- 2.1.4 System height < 2000 mm.
- 2.1.5 Conveyor height between 750 – 900 mm
- 2.1.6 The System should be mounted on heavy-duty castors for ease of movement.
- 2.1.7 Wire Resolution: capable of imaging 36 AWG & 40 SWG or better (AWG) un-insulated solid copper wire in each direction.
- 2.1.8 Steel Penetration: capable of imaging minimum of 28 mm steel penetrations.
- 2.1.9 Conveyor Speed: 0.22 m/s ± 20% in either direction (provisions to adjust the speed by operator is preferable).
- 2.1.10 Maximum Conveyor load 100 kg or more
- 2.1.11 Conveyor Motor: Should be maintenance free (supplier needs to clearly state as e.g. sealed drum etc.).
- 2.1.12 Conveyor Type: Heavy Duty Belts
- 2.1.13 Display : Two/Numbers of TFT/LCD/LED Monitors (resolution 1024 x 768 or more).Diagonal size in between 19 to 33 inches.
- 2.1.14 Network Connection: For newest LAN Technology is a must and supplier should state the availability.
- 2.1.15 Power: 230V± 20V, AC, 50 Hz
- 2.1.16 Proximity sensors at both ends to prevent items from falling is preferable
- 2.1.17 Automatic stop of the conveyer against over heights is an added advantage

2.2. X-Ray System Computer

- 2.2.1. Supplier needs to clearly state the specifications of inbuilt computer. The computers and OS should be freely available for easy maintenance/replacement.
- 2.2.2 System should be supplied with preloaded operating software and relevant applications. Copy of required Software/s should be provided on a CD/DVD separately (e.g. operating system, proprietary software name & version).
- 2.2.3 Supplier should propose a mechanism to deploy security and patch updates to protect the computer system.

2.3. X-Ray Generators

- 2.3.1. System should support two individual independent X-Ray generators, each (H-V) with the following specifications:
 - i. Cooling: Sealed oil bath with forced air is preferable and supplier needs to state if different.
 - ii. Protection: Protection against Over Voltage/ power surge / Over Temperature should be available. Protection system should cover entire installation including equipment, X-Ray generators, power supply equipment, Computer systems, terminal equipment etc.

2.4. Detection System

- 2.4.1. Multi Energy (2 detector arrays; high and low energy) – for each view (Dual).
- 2.4.2. Detector array: Preferably L – shaped and should state of differ

2.5. Image Performance

- 2.5.1. Zoom: System shall be capable of operating zoom 16X or more in static mode.
- 2.5.2. Contrast Adjustment: System shall be capable of performing adaptive contrast adjustment on scrolling image.
- 2.5.3. Organic/Inorganic Discrimination: System shall be capable of discriminating between Organic and Inorganic materials.
- 2.5.4. The X-ray beam divergence should be such that the complete image of maximum size of bag is displayed without corner cuts.
- 2.5.5. If the machine fails to penetrate a particular item, then an alarm (visual & audio both) should be generated to notify the operator, until the alarm is cleared manually.
- 2.5.6. Machine should be capable of recalling and retrieving minimum of 05 or more previous images.

2.6. Image Processing

- 2.6.1. System shall combine all images processing (i.e. Black and White, Variable Gamma, Inorganic, Organic) with the image optimization feature. This functionality will allow the operator to display the optimum contrast and highest detail resolution for all materials and densities. This functionality shall be available without having to re-program the keys. All software features should be controlled from keyboard of machine only. Keyboard function should be user friendly to enable/ disable the software features, system without having to reboot.
- 2.6.2. System should be capable of single button access to image processing. The machine should have features of multi energy X-Ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. With this method it should be possible to distinguish high- density organic materials including explosives. Machine should have variable colour or material stripping to facilitate the operator to monitor images of organic materials for closer scrutiny. All suspicious items (Explosives, High density materials, Narcotics etc.) should be displayed real time in a single mode (should be displayed in different colours with alarm).
Completed on 14th May

- 2.6.3. System should support programmable hot keys for image processing & suppliers need to clearly define them.
- 2.6.4. System should be capable of saving images on to a flash drive.
- 2.6.5. Software enhancement should be easily implemented to take care of new techniques in image processing and pattern recognition.

2.7. Image Archiving

- 2.7.1. System should include Manual Image Archiving and retrieving in proprietary, non-commercial or commercial format and should have the capability of archiving minimum of 30,000 images for increased security above the link with external server.
- 2.7.2. System should include Automatic Image Archiving in proprietary, non-commercial format for increased security and provisions should be available for image saving in commercial formats. Image details of the scanned image should be available as it is on archived images.

2.8. Threat Detection

- 2.8.1. System should include operator assist High Density Threshold Alert.
- 2.8.2. System should include operator assist Explosive Threat Alert inclusive of liquid explosives.
- 2.8.3. Required to specify & explain the features of available user defined alarm/ color code system for different materials based on different atomic numbers.

2.9. Environmental Requirement

- 2.9.1. Storage temperature: 0⁰ C to 50⁰ C
- 2.9.2. Operating temperature: 0⁰ C to 40⁰ C
- 2.9.3. Relative humidity: up to 95% non-condensing.

2.10. Health and Safety

- 2.10.1 System shall comply with all applicable international health and safety regulations including USA FDA X-ray systems (Federal Standard 2.1-CFR 1020.40). Maximum leakage radiation less than 0.1mR/hr (1 μ Sv/hr) in contact with outer panels. Radiation leakage shall be measured with a scatter block device in the path of the x-ray beam.
- 2.10.2 System should be provided with emergency stop buttons for four corners of the machine ' and the control panel.

- 2.10.3 System should be provided with System Energized and X-Ray on indicators at both ends of the X-Ray tunnel and on the operator workstation.
- 2.10.4 System should include a safety interlock system to prevent X-Ray generation in the event of a critical panel has been removed.
- 2.10.5 System should be CE, UL, FCC & IEC compliant Certificates should be attached with the technical specifications documents.
- 2.10.6 System shall be manufactured in an ISO 9001:2015 certified facility. Certification in that regard should be provided with the technical specification documents.
- 2.10.7 Before installation of the machine, the supplier/ manufacture should furnish approval from the National Atomic Energy Authority of Sri Lanka, regarding radiation safety. Same to be verified by National Atomic Energy Authority upon commissioning of the system in Sri Lanka.
- 2.10.8 Lead impregnated safety screens should be available at either ends of tunnel. Idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at the input and output points.
- 2.10.9 The machine should be film safe. In other words photographic films must not be damaged due to X-Ray examination.

2.11. Required Mandatory Certificates and Facilities

General

- 2.11.1. System should be TSA (USA) , DfT (UK), CAA- (SL) & ECAC (EU) certified including the Threat Image Projection (TIP). Certificates should be provided along with the technical specification documents.
- 2.11.2. System should place aborted TIP images back into TIP queue. Aborted TIP Images should Not be prescribed in next scanned object.
- 2.11.3. System should be incorporated with an operator training program.
- 2.11.4. System should support the English Language.

2.12. Additional Hardware

- 2.12.1. System should include conveyor extension and accessories.
- 2.12.2. System should include lockable monitor box.
- 2.12.3. System should include a Power Conditioner/UPS. Voltage range should withstand 170 – 260V/AC 50 Hz. UPS should be capable of operating the complete system for a duration of 30 minutes during a power failure.

2.13. Other Accessories

- 2.13.1 System should include built-in operator and maintenance manuals. Also two copies each of operator and maintenance manuals to be supplied in printed form with each machine. All manuals (Soft /Printed) to be supplied in English Language. Further, Maintenance Manual should include preventive / routine maintenance procedures.
- 2.13.2 System should support a moveable operator console with minimum 5m cable.
- 2.13.3 Approved Test Kits to be supplied (refer clause 3.6).
- 2.13.4 Anti-rodent and dust proof cover must be provided.

3. ADDITIONAL PRIMARY USER REQUIREMENT

3.1. Operator Controls & Display

- 3.1.1. Provisions should be made for following and for all controls required for Image processing facilities mentioned above.
- Equipment On/Off
 - X-Ray On/Off
 - Conveyor On/Off
 - Conveyor Forward/Reverse
 - Emergency Stop
- 3.1.2. Provisions should be available for display of all important information of the system to be monitored by the operator including following:
- X-Ray On
 - X-Ray On hours
 - Number of Inspections
 - System Alarms and Alert signaling for all system errors
 - Operator identification/Log on/Log off
- 3.1.3. Conveyor should have forward and reverse capabilities. Number of motors to be specified.
- 3.1.4. The operation of the system should guarantee no interference with the other electronic equipment operating in close vicinity and vice versa.
- 3.1.5. Supplier should state the availability of remote maintenance of the system (program/Diagnose)

3.2. Warranty and Level of Service Support

3.2.1 General.

The screening equipment should be guaranteed for a minimum period of two (02) years from the date of successful commissioning of equipment.

3.2.2 Service Level Agreement (SLA).

The supplier should enter into a comprehensive purchase and maintenance agreement with the purchaser, to be effective from the date of commissioning for a period of **07** years including the warranty period (no financial obligations during the warranty period). A schedule for this agreement is attached. (Refer Schedule A). The supplier should submit the draft Service Level Agreement document with supplier's proposal including prices (Purchasers service levels should not be distorted) together with the tender proposals.

- 3.2.3.** 24x7x365 technical supports via call center or any other mechanism should be provided and service facilities should be available for inspection by technical evaluation committee during the evaluation process (on request).

- 3.2.4. X-Ray Generators:** X-Ray generators are expected to carry a minimum warranty of five years and how the generator shall be replaced (if required) within the period mentioned in maintenance agreement.

3.2.5. Extended Warranty

The maximum down time for an unserviceable module/component which is under warranty should be clearly specified by the supplier. The supplier should agree to extend the warranty to compensate the down time, during the warranty period.

3.3 Spares & Service Support

- 3.3.1 Manufacturer's guarantee for supply of spares for a period of seven (7) years from date of expiry of the system warranty should be provided in writing with the offer.
- 3.3.2 Detailed separate lists of OEM recommended consumable and non-consumable spares up to component level with manufactures part numbers as per the OEM technical/maintenance manual and prices of consumable should also to be provided.
- 3.3.3 As of the agreed maintenance agreement for the period of seven years both consumable and non-consumable spare replacement shall be performed by the supplier in accordance with the OEM technical/maintenance manual with no additional cost to SriLankan airlines except the cost of consumables replaced.

3.4 References

- 3.4.1. The supplier/ OEM should provide a list of X-Ray installations of the offered system carried out by him within and outside the country of manufacture with contact details. The supplier

should also furnish documents to prove his qualification and experience in supplying, installing and maintaining such security equipment.

- 3.4.2 The supplier should indicate the country of manufacture/ assembly of the system offered.
- 3.4.3 The supplier/OEM should provide a certificate of the announcement (i.e.; date of introduction) for each system offered.
- 3.4.4 The supplier should provide the Memorandum and Articles of Association of the Company, Certificate of incorporation and audited financial statements for the last 03 years.
- 3.4.5 If local agent is appointed by the vendor/ OEM, a copy of the agreement between two organizations should be provided at the time of quoting to the tender. In case if the local agent is changed subsequently, new party should be acceptable to the SriLankan Airlines and supplier is to make sure the service level agreement is not hampered as a result. Same to be supported with a letter from the principle. Incase if the supplier is not the OEM the authorization letter as the given format to be provided by the supplier issued by the OEM.
- 3.4.6 Incase if the supplier is not the OEM the authorization letter as the given format to be provided by the supplier issued by the OEM.

3.5. Training & Pre-Delivery Inspection

- 3.5.1 The supplier should provide cost free intensive on-site training on operation and operator maintenance of the X-ray systems, immediately after the completion of installation, but prior to the commissioning of the systems.
- 3.5.2 Supplier should make arrangements to demonstrate the capability of the equipment locally/overseas on request of TEC at the time of evaluating the tender at Manufacturers cost. If unable to demonstrate the quoted equipment locally/overseas a similar machine with equivalent technology by the same manufacturer is to be demonstrated locally/overseas. This is a pre-requisite of the evaluation process.
- 3.5.3. A pre-delivery inspection at the manufacture's factory should be made available on request for mandatory for SriLankan Officers (02 Nos – User, Mechanical) after the manufacturing of the machines to ascertain the performances of the same at Manufacturer's cost. It is the responsibility of the Manufacturer to correct any deviations detected in this inspection according to the Technical and user aspects/requirements before delivery. The accommodation & air fares shall be borne by the Supplier.

3.6. Test Equipment

- 3.6.1. It is imperative to comply with ICAO (International Civil Aviation Organization) requirements; he supplier should provide the ICAO accepted Test Piece set suitable for each machine

supplied. The test equipment should be capable of measuring following standard tests as per the ICAO Security Manual Sheet (STP) - Standard Test Piece) – 06 Tests).

- a. Single wire Resolution.
- b. Useful penetration
- c. Material Discrimination
- d. Simple Penetration
- e. Spatial Resolution
- f. Thin Metal Imaging

Refer Schedule B for the descriptions of the tests & recommended requirement for each machine.

- 3.6.2 Availability of TSA/ FAA approved ASTM nine (09) tests test-piece including all above six (06) tests test-piece described in above clause 3.6.1, will be an added advantage.
- 3.6.3. Other standard test equipment such as X-Ray intensity meter (Radiation Intensity Measuring) specialized tools should be supplied.

4. STATEMENT OF COMPLIANCE

- 4.1. The supplier should provide a detailed point by point statement of compliance for all the clauses mentioned above and supported with manufacturer's specifications. When conforming to the specifications and requirements, the limitations should be properly defined in English Language.

IMPORTANT: *Certificates of Compliance as per clause 4 above is imperative and is considered as prerequisite for evaluation and failure to provide may subject to be rejected at the evaluation.*

- **TECHNICAL SPECIFICATIONS FOR EXPLOSIVE TRACE DETECTOR (ETD) EQUIPMENT**

1. **PURPOSE**

The Explosive Trace Detector system specified herein should be designed to detect wide range of Explosives. The proposed system should be suitable for an airport environment & it should meet the minimum specifications as given below.

2. **TECHNICAL SPECIFICATIONS**

- 2.1. Detection Capacity: The system should detect range of explosives (marked and unmarked) which should include RDX, PETN, TNT, Dynamite, SEMTEX, C4, HMX, Ammonium Nitrate. The provision should be available for future upgrades for new substances.
- 2.2. Operating Mode: Explosive only

- 2.3. Detection Technology & Equipment: Should be approved by TSA-USA, ECAC-EU, CAA-SL and DfT-UK. Proof to be provided.
- 2.4. Sensitivity: Capable of detecting Explosives in the Nano gram range.
- 2.5. Selectivity: < 2% typical false alarm rate.
- 2.6. Analysis Time: Approximately 10 seconds or less per sample.
- 2.7. Sample collection: Preferably, Surface wipe for trace particles
Please specify if different method is available and it has to be approved by TSA and DfT.
- 2.8. Warm up time: Approx. less than 20 minutes.
- 2.9. Power: 230V± 20V,AC, 50Hz. Battery backup up to 60 minutes of standby time should be available. Minimum 15 minute full operation.
- 2.10. Signal Processing: Please specify the details of Signal Processing. Availability of following types to be mentioned.
 - i. Variable integration time
 - ii. Plasma gram component
 - iii. Recognition of multiple explosives in particulate vapour mode
- 2.11. Weight and Dimensions: Less than 15kg portable device. Detentions to be specify.
- 2.12. Calibration: Automatic Calibration should be available
- 2.13. Re-calibration: Should be completed within not more than 2 minutes.
- 2.14. Display: TFT touch screen should be available. (The size of the display should be minimum of 09 inches or above).
- 2.15. Networking facility: Availability of networking facility to connect the system to a standard LAN is preferred. Please indicate.
- 2.16. Printer and Reports: Facility to generate reports should be available and inbuilt/external printing facility is required. Also, provision should be available to transfer generated reports through USB connection and the report format should be in standard readable format. Supplier to indicate the type of supporting formats.
- 2.17. Susceptibility to interference: Should be minimum. Supplier is to state if there is any limitation.
- 2.18. Environmental Limits : Operating temperature - 0 to + 40 C.

Humidity : Up to 95%, non-condensing

2.19. Operating Language : System operating language should be English.

3. HEALTH AND SAFETY

- 3.1. System shall comply with all applicable international health and safety regulations.
- 3.2. System to be CE, UL, FCC & IEC compliant. Certificates should be attached with the technical specifications documents for the evaluation purposes.
- 3.3. System shall be manufactured in an ISO 9001:2015 certified facility and certification in that regard should be provided with the technical specifications documents.
- 3.4. Before installation of the machine, the supplier/ manufacture should furnish approval from the National Atomic Energy Authority of Sri Lanka, regarding radiation safety. Same to be verified by National Atomic Energy Authority upon commissioning of the system in Sri Lanka.

4. REQUIRED MANDATORY CERTIFICATES AND FACILITIES

- 4.1. System and top assembly part should be TSA, DfT, ECAC and CAA-SL certified. Certificates should be provided along with the technical specification documents.
- 4.2. System should be incorporated with an operator training program.

5. ADDITIONAL HARDWARE

- 5.1. Storage Cabinet : Storage cabinet (on wheels) should be provided.
- 5.2. Power Conditioner : System should include a Power Conditioner and UPS. Voltage range should withstand 170 – 260 VAC 50 Hz.

6. OTHER ACCESSORIES

- 6.1. System should preferably include built-in operator and maintenance manuals. Also two copies each of operator and maintenance manuals to be supplied in printed form with each machine. All manuals (soft / printed) to be supplied in English language. Further maintenance manual should include preventive/ routine maintenance procedures
- 6.2. Approved Test Kit/s to be supplied and details of recalibration or replacement of the test kit/s to be stated.

7. ADDITIONAL PRIMARY USER REQUIREMENT

- 7.1. The supplier should state the availability of provision to carry out remote maintenance of the system (Program/Diagnose) including the software updates free of charge.

8. WARRANTY AND LEVEL OF SERVICE SUPPORT

- 8.1. The complete system should be guaranteed for a minimum period of two (02) years from the date of successful commissioning of equipment.

8.2. Purchase and Maintenance Agreement

- 8.2.1. The supplier should enter into a comprehensive purchase and maintenance agreement with the purchaser, to be effective from the date of awarding of the tender. This agreement includes maintenance services from the date of successful commissioning of the equipment for a period of **07** years including the warranty period (no financial obligations during the warranty period). A schedule for this agreement is attached. (Refer Schedule C). The supplier should submit the draft purchase and maintenance agreement document with supplier's proposal including prices (Purchasers service levels should not be distorted) together with the tender proposals.

- 8.2.2. 24x7x365 technical supports via call center or any other mechanism should be provided within the agreement period and service facilities should be available for inspection by technical evaluation committee during the evaluation process (on request).

8.3. Extended Warranty

- 8.3.1. The maximum down time for an unserviceable module/component which is under warranty should be clearly specified by the supplier. The supplier should agree to extend the warranty to compensate the down time, during the warranty period.

8.4. Availability, replacement of consumable and non-consumable spares

- 8.4.1. Manufacturer's guarantee for supply of spares for a period of seven (7) years from date of expiry of the system warranty should be provided in writing with the offer.

- 8.4.2. Detailed separate lists of OEM recommended consumable and non-consumable spares, up to component level with manufacturer's part numbers as per the OEM Technical / Maintenance Manual and prices of consumable should also to be provided.

- 8.4.3. As of the agreed maintenance agreement for the period of 07 years, both consumable and non-consumable spare replacements shall be performed by the supplier in accordance with the OEM Technical / Maintenance Manuals with no additional costs to SriLankan Airlines except cost of consumables replaced.

Note: The average usage of ETD machine per month approximately 9000 baggage.

The usage may differ in accordance with the operational condition.

8.5. References

- 8.5.1. The supplier/ OEM should provide a list of installations of the offered system carried out within and outside the country of manufacture with contact details. The supplier should also furnish documents to prove his qualifications and experience in supplying, installing and maintaining such security equipment within last 5 years.
- 8.5.2. The supplier should indicate the country of manufacture/ assembly of the system offered.
- 8.5.3. The supplier/ OEM should provide a certificate of the announcement (i.e.; date of introduction) for each system offered.
- 8.5.4. The supplier should provide the Memorandum and Articles of Association of the Company, Certificate of incorporation and audited financial statements for the last 03 years.
- 8.5.5. If local agent is appointed by the supplier/OEM, a copy of the agreement between two organizations should be provided at the time of quoting to the tender. In case if the local agent is changed subsequently, new party should be acceptable to the Sri Lankan Airlines and supplier is to make sure the service level agreement is not hampered as a result. Same to be supported with a letter from the supplier/OEM.
- 8.5.6. Incase if the supplier is not the OEM the authorization letter as the given format to be provided by the supplier issued by the OEM.

9. TRAINING & PRE-DELIVERY INSPECTION

- 9.1. The supplier should provide cost free intensive on-site training on operation and operator maintenance of the systems, immediately after the completion of installation, but prior to the commissioning of the systems. Training curriculum to be provided.
- 9.2. Supplier should make arrangements to demonstrate the capability of the equipment locally/overseas on request by the Technical Evaluation Committee at the time of evaluating the tender at manufacturer cost. If unable to demonstrate the quoted equipment locally/overseas, a similar machine with equivalent technology by the same manufacturer is to be demonstrated locally/overseas. This is a pre-requisite of the evaluation process.
- 9.3. A pre-delivery inspection at the manufacture's factory should be made available on request for SriLankan officers (02 No's- User & Technical) after the manufacturing of the machines to ascertain the performances of the same at manufacturers cost. It is the responsibility of the Manufacturer to correct any deviations detected in this inspection according to the Technical and user aspects/requirements before delivery.

10. STATEMENT OF COMPLIANCE

- 10.1. The supplier should provide a detailed point by point statement of compliance for all the clauses mentioned above and supported with manufacturer's specifications. When

conforming to the specifications and requirements, the limitations should be properly defined.

IMPORTANT: *Certificates of Compliance as per clause 10 above is imperative and is considered as prerequisite for evaluation and failure to provide may subjected to be rejected at the evaluation.*

Schedule A - Purchase and Maintenance Agreement for X-Ray Machines

This Purchase and Maintenance Agreement is entered into on this [] day of []

BY AND BETWEEN

[], a Company duly incorporated in [], bearing Company Registration Number [] and having its registered address at [] (hereinafter referred to as the “**Supplier**” which term or expression shall where the contexts requires or so admits, mean and include the said [] and its administrators, successors and permitted assignees) of the **One Part**;

AND

SRILANKAN AIRLINES LIMITED, a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka, bearing Company Registration Number PB67 and having its registered office address at Airline Center, Bandaranayaike International Airport, Katunayaka, Sri Lanka (hereinafter referred to as the “**Customer**” which term or expression shall where the contexts requires or so admits, mean and include the said SriLankan Airlines Limited, and its administrators, successors, and assignees) of the **Other Part**.

The Supplier and/or the Customer shall be collectively referred to as “**Parties**” and individually as a “**Party**”

WHEREAS:

- i. The Customer is desirous of purchasing [] X-Ray machines (hereinafter referred to as “Equipment”) and obtaining maintenance and support services for the said Equipment;
- ii. The Supplier is engaged in the business of sale of Equipment and provision of maintenance and support services for Equipment;
- iii. The Supplier is desirous of providing maintenance and support services for Equipment to the Customer on a non-exclusive basis according to the requirements of the Customer as communicated by the Customer from time to time;
- iv. The Supplier shall provide a comprehensive warranty against defective materials, workmanship, manufacturer and design consistent applicable to the Equipment for the duration of the Term (as defined below) for all Equipment purchased by the Customer from the Supplier in accordance to the terms and conditions of this Agreement;

- v. The Supplier and Customer are desirous of entering into an Agreement to set out the services to be performed by the Supplier and the standards of such services during the warranty period and post warranty period and setting out the terms applicable thereto.

1. SCOPE OF THE SERVICES

- 1.1 Delivery of Equipment, maintenance and support services by the Supplier shall in accordance with Appendix B of this Agreement, on the terms and conditions more fully set out in this Agreement (hereinafter referred to as “**Services/maintenance services**”).

- 1.2 This Agreement consist of the following Appendixes which shall form part and parcel of the Agreement:

Appendix A	-	Definition of Terms
Appendix B	-	Scope of Services and Service Levels
Appendix C	-	Schedule of Pricing
Appendix D	-	List of Equipment, Warranty Requirements, Locations

The above shall form an integral part of this Agreement and constitute the entire Agreement between the Parties in respect of the Services to be supplied by the Supplier pursuant to this Agreement.

2. TERM

- 2.1 This Agreement shall be effective from [] and remain in full force for a period of seven years [07] (hereinafter referred to as “Term”).
- 2.2 The terms and conditions of this Agreement including prices shall remain unchanged and valid during the entire Term of this Agreement unless it is amended in writing by the Parties with mutual agreement.

3. SUPPLIER’S OBLIGATIONS AND CUSTOMER’S RIGHTS

- 3.1 The Supplier agrees to deliver the Equipment, install and provide Services as detailed in Appendix B, and to keep the Equipment in good working order during the term of this Agreement.
- 3.2 The Supplier shall be responsible for transportation of the Equipment from the port of landing and transporting them to the Customer’s sites until commissioning. All expenses in transportation shall be borne by the Supplier.
- 3.3 In the event of any part or product of the Equipment being damaged and/or lost at any stage prior to the proper handing over the Equipment to the Customer, the Supplier shall replace the said damaged or lost part or product within 02 weeks at the cost of the Supplier.
- 3.4 The Supplier shall pack the Equipment in climatic packaging and shall be solely responsible and liable for proper, sufficient and adequate packing completeness of the Equipment thereof, protection and storage, correct handling, transportation the Equipment to the Customer. In case of short packing or short shipment less than the quantities in the order, the Supplier shall make good all items short packed or shipped and also bear all duplicate payments of customs duty and other charges resulting thereof.

- 3.5 The Supplier shall provide the Customer with a comprehensive warranty for 02 years against defective material, workmanship and design, applicable to such Equipment. The Supplier shall extend the warranty to compensate any down time, during the warranty period. The warranty applicable to each Equipment shall be more fully described in Appendix D.
- 3.6 All maintenance and support services in respect of the Equipment after the expiry of the warranty shall be in accordance with the Appendix B of this Agreement.
- 3.7 The Supplier shall provide the Services to the Equipment listed in Appendix D and any other Equipment notified by the Customer to the Supplier from time to time subject to the prior consent of the Supplier.
- 3.8 The Customer has the right to withdraw any Equipment for which Services are provided pursuant to this Agreement by providing the Supplier one (01) months prior written notice. In this event any Equipment is withdrawn, the applicable charges for the Services will be adjusted accordingly.
- 3.9 All Services provided by the Supplier pursuant to this Agreement and any warranty provided shall be to an equivalent to the standards (including the acceptability of the Make/Model to the Customer) and the service levels set out in Appendix B.
- 3.10 The Supplier shall provide the Services contracted for under this Agreement during the period of Service Availability set out in Clause 4 hereof.
- 3.11 The Supplier shall during the Term of this Agreement maintain a pool of original spares for the Equipment as adequately required to discharge its obligations set out in this Agreement in accordance to the agreed standards and service levels.
- 3.12 The Supplier shall maintain in stock back up Equipment or substitute Equipment as are necessary to discharge its obligations under this Agreement as specified in Appendix B.
- 3.13 The Supplier shall throughout this Agreement maintain skilled staff with suitable competence and experience to perform the Services contracted for under this Agreement.
- 3.14 The Supplier shall provide training to Customer's staff as specified in the Appendix B.
- 3.15 The Supplier shall throughout the Term of this Agreement provide the Customer in the Services set forth under Appendix B in accordance to the service standards and levels set forth hereunder this Agreement.
- 3.16 The Supplier shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Services as required hereunder.
- 3.18 If the Equipment is to be imported, the Customer may provide duty free facility through Board Of Investment, Sri Lanka (BOI) in order to clear the shipment through Sri Lanka Customs subject to below conditions.

- 3.18.1 The shipping documents shall be addressed to “SriLankan Airlines Ltd”.
- 3.18.2 The payment to be made to the overseas party as agreed term in the offer.
- 3.18.3 If the import process is to be made through a Local Agent on behalf of the Supplier, the requirements set out in clause 3.18.1 and 3.18.2 shall be fulfilled.
- 3.18.4 If the Supplier needs any alternate arrangements for payment execution for the imports other than above specified terms, it shall be subjected to the prior written approval of the Customer.

3.19 Spare parts for maintenance purpose of the Equipment may be imported under duty free facility available with the Customer in terms of the agreement the Customer has entered with BOI subject to following conditions:

3.19.1 Replaced items/spares shall not be released to the Local Agent without Customer/BOI approval.

3.19.2 Any items imported under the name of the Customer shall not be released to any third party without Customer/BOI approval at the expiry and/or early determination of this Agreement..

4. SERVICE AVAILABILITY

- 4.1 The Supplier shall provide Services including on-site services for the Equipment set forth in the Appendix B during the Service Availability. The Service Availability shall mean 24 hours from Monday to Sunday on 365 days basis.
- 4.2 During the period of Service Availability, the Customer shall permit the Supplier’s personnel to access to the Equipment at the Customer’s locations/site to discharge their obligations pursuant to this Agreement upon providing the Customer prior notice. All expenses (if applicable) relevant to the access permits are to be borne by the Supplier.

5. ACCESS TO MACHINES

- 5.1 During the period of Service Availability as stated in Clause 4 above, the Customer shall provide full and free access to the Equipment as necessary to provide the Services as described in Appendix ‘D’.

6. MAINTENANCE CONTROL DOCUMENTATION

- 6.1 Maintenance of all documentation relating to the Service performed pursuant to this Agreement such as fault reporting Log book, monthly activity report etc. relevant to Maintenance Control shall be performed by and be the responsibility of the Supplier.

7. CHARGES

- 7.1 There will be no charge for Services performed by the Supplier under this Agreement on Equipment which are under warranty and during the period of Service Availability when

Services fall within the scope of Services listed in this Agreement as contained in Appendix B.

- 7.2 Services performed on the Equipment after the expiration of the warranty period (specified in Appendix 'D') shall be subject to the payment of an annual maintenance charge as specified in Appendix C.

8 INSURANCE

8.1 The Supplier shall secure at its own cost and expense a Third Party Liability Insurance policy covering death, bodily injury and property damage not less than LKR 5,000,000 for any one accident in the aggregate which shall be kept valid through the term of this Agreement. The policy shall be extended for the risks of fire and explosion and any other risks as may be deemed relevant.

8.2 Such insurance shall incorporate Customer or its officers, as additional assureds.

8.3 The Supplier shall secure a workmen's compensation policy of insurance covering all employees and / or representatives of the Supplier involved with the performance of this Agreement and on the premises of Customer. The policy shall also cover the risks of riot and terrorism.

8.4 The Supplier shall provide Customer with a certificate of insurance, evidencing the coverage as required by Clause 8.1, 8.2 and 8.3

8.5 The Supplier's insurers shall waive all rights of subrogation or action against Customer or its directors, servants, agents and employees.

8.6 Supplier agrees to arrange and keep in place an erection all risk insurance for the full value of item covering all risk of loss or damage including testing and commissioning. The insurance policy shall be extended to include (but not be limited to) riot, terrorism, removal of debris, property of principal, cross liability and third party liability

9. TAXES

9.1 In addition to any charges under this Agreement the Customer agrees to pay the prevailing Government Taxes applicable to the Services rendered under this Agreement provided however that the Customer shall not be liable for any taxation arising from Supplier's income and/or profits.

10. INVOICING

10.1 The Supplier shall provide the Services at the rates and prices as more fully described in Appendix C.

10.2 The Supplier shall not increase the Contract Price or any other prices set out in this Agreement during the period of this Agreement.

10.3 Pursuant to Clause 10.1 above, the Supplier shall invoice Customer on a quarterly basis in respect of the Services provided (in the preceding quarter) pursuant to this Agreement, and which has/have been duly performed by the Supplier as per the rates specified in Appendix C.

10.4 Customer shall, subject to Clause 10.5 and 10.6 below, pay the Supplier on a quarterly basis for the Services performed (and duly invoiced on stipulated in Clause 10.3 above) under this Agreement, less any amounts that may be deductible.

10.5 Customer will settle all invoices submitted by the Supplier for work performed under this Agreement within 45 days of receipt of such invoice.

10.6 Where any invoice or part thereof is disputed Customer shall pay the undisputed amount in accordance with Clause 10.5 hereof and the disputed amount shall be payable within 14 days of the resolution of the dispute.

10.7 Customer shall be entitled to withhold or deduct from any payments due to the supplier or any sums of money required to be withheld by customer under any law or regulation for the time being in force and/or pursuant to this Agreement. In the event the amounts to be withheld or deducted exceed the amount payable to customer at the relevant time, the supplier shall pay such amount to customer within fourteen (14) days of demand.

10.8 Whereas, any default by the Supplier shall be subject to liquidated damages as stipulated in Appendix B, Customer shall be entitled to withhold such amount.

10.9 The currency of invoicing and the currency of payment shall be in [] and payment shall be made in cheques to the following bank account of the Supplier.

Bank 1.

11. DEFAULT

11.1 Any default by the Supplier in the provision of Services as contracted under this Agreement shall be subjected to payment of liquidated damages as stipulated in Appendix B. The liquidated damages shall be recoverable against the payments due under the Agreement.

11.2 Such liquidated damages payment shall be without prejudice to the Customer’s right to terminate this Agreement under Clause 13 below.

12. REPRESENTATION

12.1 The Supplier hereby represents and warrants to the Customer that –

(i) It is a company legally qualified and specialized in performing the activities related to the Services, and that it has the capacity, experience, good financial condition and technical competence, workmanship and know-how for the development of the activities object of this Agreement;

(ii) It shall perform the Services at all times (i) in compliance with any applicable laws and regulations; (ii) to industry recognized standards; and (iii) with all due skills, care and diligence that might be exercised by a professional firm performing similar services under similar conditions;

(iii) There is no action, suit, investigation or proceeding pending or, to the knowledge of the Supplier, threatened against the Supplier or any properties or rights of the Supplier, by or before any court, arbitrator or administrative or governmental body, which action, suit, investigation or

proceeding could reasonably be expected to impair the ability of the Supplier to perform its obligations under this Agreement; and

(iv) It is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations, contingent or otherwise, which would cause it to become insolvent.

13. TERMINATION

13.1 Notwithstanding anything to the contrary stated herein, the Customer shall have the right to terminate this Agreement without assigning any reasons whatsoever by issuing Thirty (30) days prior written notice to the Supplier. Such termination shall take effect on the expiry of such notice period.

13.2 Notwithstanding anything to the contrary stated herein either party may terminate this Agreement forthwith by written notice in the event of:

- (i) Breach of the Agreement by the other Party and such breach is not remedied within 30 day of receipt of written notice from the no-defaulting party;
- (ii) in the event the other Party enters into liquidation, or has a receiver or administrator appointed, is declared bankrupt or is unable to pay its debts when due.
- (iii) If the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade or losses its licenses to provide Services contracted for this Agreement;

13.3 Notwithstanding anything contained herein, the Customer may terminate this Agreement in writing in the event:

- (i) The Supplier defaults or does not provide the Services envisaged under this Agreement or in the manner/requirements required by Customer or fails to provide the Services or fulfil its obligations in a timely manner;
- (ii) The level of performance of the Services by the Supplier is not satisfactory to the Customer;

13.4 The termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either Party. All obligations of each Party that have accrued before termination or that are of a continuing nature, including without limitation any indemnity provisions herein, shall survive termination or expiration of this Agreement.

13.5 On the termination of this Agreement howsoever occasioned, or on the non- renewal of this Agreement no compensation whatsoever shall be payable by Customer to the Supplier. In the event of such termination, the Supplier shall refund any advance payment received from the Customer pursuant to this Agreement, calculated pro rata up to the date of termination /non-renewal of the Agreement within 30 days from the date of termination and each Party shall at its own expense return to the other Party promptly all confidential

information, documentation and any other data or materials belonging to the other Party, together with any copies thereof or any other documents entrusted to it by the other Party.

14. INDEMNITY AND LIMITATION OF LIABILITY

- 14.1 Supplier shall indemnify and hold harmless the Customer its directors, officers, employees, subsidiaries, agents and representatives from and against any and all claims, demands, actions, suits, damages, liabilities, settlements, judgments, any loss, damage, expense, legal fees, penalty incurred by the Customer as a result of any damage caused to property of the Customer, the Customer's employees, agents, sub-contractors or a third party and/or death accident or injury caused to the Customer's employee, agents, subcontractors due to acts and omission of the Supplier including negligence and/or wilful misconduct of the Supplier or its employees, agents, subcontractors.
- 14.2 The Supplier shall fully indemnify and hold harmless the Customer, from and against any and all third party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) brought against the Customer that the software and/or Services, as provided by Supplier to the Customer under this Agreement and used or distributed within the scope of this Agreement, infringes or violates or misappropriates or allegedly infringes or violates or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided that the infringement is not caused by modification or alteration of the Services done by the Customer without the approval of the Supplier.
- 14.3 The Supplier shall fully indemnify and hold harmless the Customer, its affiliates, directors, officers, employees, agents, representatives, successors and permitted assignees from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which incurs or arise out of or relate to or: (i) Services performed under this Agreement; (ii) due to any breach of any terms and conditions of this Agreement including representation or warranty by the Supplier or failure by the Supplier to perform or otherwise fulfil any covenants or other obligations hereunder or any breach or violation of any covenants or other obligations under this Agreement or under applicable law; (iii) due to any claim on account of any breach of confidentiality and security of data; (iv) due to any claim occurring on account of misconduct, negligence or wrongful acts of omission and commission of Supplier's employees and/or its sub-contractors.
- 14.4 Neither Party shall be liable for any lost profits, consequential damages, or for any claim or demand incurred by the other due to whatsoever reason.
- 14.5 The Supplier shall not be liable for any costs, expenses and/or losses to Customer arising from negligence or wilful misuse of e Equipment by the Customer.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Either Party agrees and acknowledges that the other Party is the owner of its respective trademarks, logos, designs, patent, copyrights, database, trade names, service marks, images, other distinctive brand features or identifiers and all other intellectual property rights whatsoever whether registered or unregistered, including rights in any applications or registrations in respect of any of the foregoing in any state, country or jurisdiction (hereinafter referred to as “Intellectual Property Rights”).
- 15.2 Neither Party shall use the other Party’s Intellectual Property Rights in any material without the prior written consent of the other Party.
- 15.3 Either Party further agrees that the other Party shall not have any right, title or interest in the other Party’s Intellectual Property Rights other than the right to use it as stated under this Agreement.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1 Neither Party may assign or subcontract its rights or obligations under this Agreement without the prior written approval of the other Party.
- 16.2 Any violation of Clause 16.1, will be cause for immediate termination of this Agreement and/ or, at the option of the Non-Assigning Party, the Non-Assigning Party may declare the assignment, subcontracting or transfer of any of the rights or obligations under this Agreement null and void as of the date of the purported assignment, subcontracting or transfer.
- 16.3 In the event a Party subcontracts its obligations, it shall not be relieved of responsibility under this Agreement for such portion of its obligations as are subcontracted.
- 16.4 Any assignment or subcontracting of the Supplier’s rights and obligations under this Agreement shall not increase the Customer's obligations or diminish Customer's rights under this Agreement.

17. FORCE MAJEURE

- 17.1 The Parties shall be exempt from liability in respect of any failure to perform their obligations under this Agreement due to or arising out of acts of God or public enemy, civil war, insurrection, riots, fire, floods, explosions, earthquakes, accidents, epidemic quarantine restrictions, any act of governmental priority allocation regulation or any other similar cause the extent that such case is beyond the reasonable control of any of the Party whether abovementioned or not. Upon the occurrence or imminent occurrence of any such event the affected Party shall give the other immediate notice thereof and take all measures to mitigate the effect of such event.
- 17.2 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 this Clause or delay arising from such Force Majeure event.
- 17.3 However, in the event the force majeure event relates to the provision of Services 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.

17.4 If the period of delay or non-performance continues for 4 weeks, the Party not affected by the force majeure event may terminate this Agreement immediately with written notice to the affected Party.

18. CONFIDENTIALITY

18.1 The receiving party agrees that it shall:

(i) Use the confidential information only to fulfill its obligations pursuant to this Agreement;

(ii) Treat all confidential information of the disclosing party as secret and confidential and shall not copy or disclose any such confidential information to any third party;

(iii) not, without the express written consent of the disclosing party, disclose the confidential information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries, any governmental authority or court of law or to any professional advisor or agreed subcontractors, who need access to such confidential information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and

(iv) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such confidential information) then in the receiving party's power or possession

19. GOVERNING LAW

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

20. GENERAL

20.1 The rights and remedies of the Customer against the Supplier for breach of any terms and conditions and for any obligations undertaken by the Supplier shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of Customer.

20.2 Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

20.3 If any 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.

20.4 This Agreement contains the entire agreement whether written or oral between the Parties hereto concerning the subject matter hereof and shall supersede all prior agreements, between the Parties. This Agreement may not be altered, amended, varied except otherwise than by an instrument in writing executed by the duly authorized signatories of Customer and the Supplier.

20.5 The Parties acknowledge nothing contained in this Agreement and no activity by either Party in the performance hereof create, constitute, or deemed to constitute or create between either Party or among either Party and any of its officers, directors, employees, an agency or representative a joint venture or association, employer-employee relationship, partnership or any agency relationship

between them, 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.

20.6 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.

20.7 The Supplier shall not issue any press release or public announcement/statement relating to this Agreement, written or oral, without the prior written consent of the Customer. For avoidance of any doubt, the Supplier shall not make, give or issue any press release or other press activity involving or referring to the customer or any of its subsidiaries or their services or operations, without the Customer's prior written approval.

20.8 Any notice or request required or permitted to be given pursuant to this Agreement shall be in the English language and in writing and sent by registered mail or email or facsimile addressed to the following addresses or address notified by the relevant Party from time to time:

In the case of the Customer to :

.....
.....
.....
Facsimile:
Email:
Attn :

In the case of the Supplier to :

.....
.....
.....
Facsimile:
Email:
Attn :

Any notice, demand or other communication sent by either Party shall be deemed to have been received by the other Party:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by registered post, 3 (three) calendar days from the date of posting;

(iii) if sent by email or facsimile, at the time of receipt, unless the transmission is effected on a non-business day or after 5.00 pm on a business day at the place of receipt, in which case that communication shall be deemed to have been received on the next business day.

20.9 Termination or expiration of the Agreement for any reason shall not relieve either Party of any rights and obligation which expressly or by implication survives termination hereunder and any other provisions that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

20.10 Time is of essence in the performance each and every obligations of the Supplier.

21. BANK GUARANTEE

21.1 The Supplier shall at the execution of this Agreement, furnish an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to the Customer in form and substance satisfactory to the Customer, for [] the amount of Sri Lanka Rupees [] (LKR), as security for the due and proper performance by the Supplier of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or encashment) on such bank guarantee shall be borne by the Supplier.

21.2 The value of the bank guarantee may be varied at any time at the option of the Customer and the Supplier shall furnish an additional bank guarantee at the Supplier's cost within thirty (30) days of notification to the Supplier.

21.3 The bank guarantee shall remain in force throughout the Term of this Agreement and 90 days subsequent to the expiry of this Agreement or until all the obligations of the Supplier are fulfilled (whichever falls later).

21.4 The bank guarantee will be discharged by the Customer and returned to the Supplier within 90 days subsequent to the expiry of this Agreement or within 90 days following the date of completion of Supplier's obligations under the Agreement, whichever is later, less monies due to the Customer and/or as the Customer is entitled to deduct/set-off under this Agreement.

21.5 The proceeds of the bank guarantee shall be payable to the Customer as compensation for any loss resulting from Supplier's failure to complete its obligations under the Agreement.

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

21.7 The Supplier shall not be entitled to any interest on the bank guarantee.

21.8 The Customer shall not make any payments under this Agreement to the Supplier until the Customer has received the bank guarantee as stipulated under this Clause 21.

21.9 The Customer rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to the Customer.

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

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

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

FOR AND ON BEHALF OF
[Insert here]

.....

.....

Name :

Name :

Designation :

Designation :

.....

.....

Witness:

Witness:

**Appendix A –
Definitions of Terms**

1.1 In this Agreement, unless otherwise required, the following words or expressions shall have the following meanings:

General

1. **“Agreement”** means the agreement that is reached for the services as outlined in this document.
2. **“Authorized Local Agent/ALA”** means the authorized local business partner or Local Agent (LA) appointed by the Supplier.
3. **“ULSOD”** means Security Operations Department of SriLankan Airlines Ltd., who will act as the main contact point in executing this Agreement.
4. **“Day”** means any day of the week, Monday to Sunday.
5. **“Effective Date”** means the date, the terms and conditions of this Agreement commences to be valid from
6. **“Hour”** means any hour of the day, any day of the week.
7. **“Normal Business Hours”** means the normal hours of operation from Monday to Friday, 0800 to 1700 hours. Mercantile holidays, Saturdays and Sundays are excluded.

8. “**Working Day**” means the day referred to in Normal Business Hours by either party. “**Working Hour**” means an hour during the time in which Business is conducted by either party. “**24 by 7**” means around the clock (24 hours).

About the Service

1. “**Equipment**” means X- Ray machines supplied according to the Agreement.
2. “**Availability**” means the percentage of time the service or equipment is available to ULSOD.
3. “**Outage**” means the period during which the service of the machines will not be available
4. “**Planned Outage**” means periods duly notified by the Supplier /ALA to ULSOD for any maintenance where a designated machine not available for use. These outages will be agreed upon by all parties as specified in the Service Level Agreement.
5. “**Unplanned Outage**” means a service outage that occurs due to the failure of one or more components of a machine that has not been notified in advance.
6. “**Maintenance Control Documentation**” means the documentation for the execution of the procedures and processes in order to maintain proper control of the maintenance services provided by the Supplier.

About the Fault

1. “**Fault**” means a problem/fault faxed or emailed by the Customer on a specified form provided by the Supplier.
2. “**Fault Resolution Time**” means the time taken by the Supplier / Authorized Local Agent to resolve the fault. This is calculated from the time that, customer faxes, emails the duly completed service request form to ALA.
3. “**Fault Response Time**” means the time taken by the Supplier /Authorized Local Agent to respond to the fault by attending to the site, since Customer reports the fault to ALA with service request form.
4. “**Closure of Fault**” means that the service requested by the Customer has been fixed or a suitable workaround, acceptable to ULSOD, has been provided.

About Customer Support

1. “**Escalation**” means the process that Customer informs the next higher authority of the Supplier /Authorized Local Agent, if the fault response time is not achieved.

2. “**Notification**” means the time interval at which different persons, not in the escalation process, that has to be made aware of a problem that has not been responded to or closed in the time allocated.

About Customer Satisfaction

1. “**Customer Complaint**” means a report from ULSOD, which expresses dissatisfaction with the service provided by the Supplier /Local Agent.
2. “**Customer Satisfaction**” means the percentage of ULSOD satisfied with the service provided by the Contractor/Local Agent.
3. “**High**” means serious customer dissatisfaction, which could result in severe production and/or revenue loss, which has a major business impact.
4. “**Low**” means customer dissatisfaction, which has no major business impact.
5. “**Medium**” means customer dissatisfaction but a tolerable workaround has been made available to the customer. Further corrective action and continuous effort is however required.

Appendix B –

SCOPE OF SERVICES AND SERVICE LEVELS

The Equipment covered by the Agreement is as follows: -

-bearing serial numbers –
 - (i)
 - (ii)
 - (iii)
- bearing serial numbers –
 - (i)
 - (ii)

1. SUPPORT

Re-location

In the case of re-location, ULSOD shall inform the Supplier/Authorized Local Agent regarding Equipment which is already in use and to be re-located following a request made by ULSOD. The Supplier /Local Agent shall allocate an engineer to co-ordinate and carry out necessary work pertaining to re-location, re-installation and re-commissioning work ensuring the said machine is in good working order.

2. PROBLEM REPORTING

The security personnel of the Customer will be the official contact for problem reporting to the Supplier. The mode of report shall be: Email, Fax or Telephone.

2.1 Contact Numbers

The preferred order of fault reporting to the Supplier will be in the following manner on a 24 x 7 basis:

Local Agent

- Telephone:
- Fax:
- Email

Supplier

- Telephone:
- Fax:
- Email

ULSOD – is contactable on a 24 x 7 basis at the following numbers

- Telephone:
- Fax:
- Email

2.2 Procedure

ULSOD will follow the fault reporting procedure mutually agreed by ULSOD and the Supplier.

3. CONTACTS AND REPRESENTATIVES

The Supplier / Authorized Local Agent should appoint an Account Service Manager to co-ordinate all service activities under this Agreement. He/ She will be assisted by other support; personnel of appropriate technical competency. Customer shall appoint the Senior Manager Security & Investigations as the service contact to liaise with the Supplier / Authorized Local Agent within the Service Level Agreement. It is also agreed to hold quarterly review/update meetings between Customer, the Supplier and Authorized Local Agent.

Contacts within the Agreement who will be involved in the fault escalation and notification process will be as follows: -

SUPPLIER –	
..... Sales Manager	Tel: Hp: Email:

..... Technical Manager	Tel: Hp: Email:
----------------------------	---

AUTHORIZED LOCAL AGENT –	
..... Director/ Managing Director	Tel: Fax: Email:
..... Accounts Service Manager	Tel: Fax: Email:

CUSTOMER – SriLankan Airlines Ltd	
..... Head of Group Security,	Tel: Email:
..... Security Manager Quality Assurance	Tel: Email:
Duty Manager Security	Messes: Tel:

4. MAINTENANCE

4.1 Preventive & Routine

The Supplier / Authorized Local Agent shall carry out any preventative or routine maintenance procedure for Equipment and component replacements or software changes (If required) as per manufacturer recommended procedure/ user defined time intervals (minimum once per month) without causing additional charges, during the period covered by the Agreement.

4.2 Non-Routine Maintenance

The Supplier / Authorized Local Agent shall carryout service/ repair/ replacement of spare parts during a failure of Equipment at the earliest opportunity without causing any additional charges.

4.3 Documentation

The Supplier shall provide all relevant documentation and specify the procedures in writing to the Customer for all maintenance activities. This shall include maintenance warranty against defective materials, workmanship, manufacture and design consistent with the Manufacturer’s warranty program, the terms and conditions which are found in the warranty documentation accompanying the products. [Any additional warranty coverage shall be mutually agreed between Customer and the Supplier].

4.4 Replacement of consumable and non-consumable spares

The Supplier shall replace all consumable and non-consumable spares as per the OEM Technical / Maintenance Manual on request of ULSOD with no any additional cost to the Customer except the cost of consumable replaces after the warranty period.

5. SPARE PARTS

5.1 Storage Space

The Supplier / Authorized Local Agent may utilize the designated space by ULSOD at Customer’s premises to maintain the stock of spare parts which would be the property of the Supplier. The Supplier/Authorized Local Agent shall advise ULSOD of the storage conditions required for proper storage of the spare parts.

5.2 Condition of the Spares

Only manufacturer approved original, genuine, brand new and tested, X-Ray machine parts shall be used for repair of Equipment by the Supplier /Authorized Local Agent, during the period covered by this Agreement.

6. REPORTING

The Supplier /Authorized Local Agent shall provide following reports on a monthly basis to ULSOD:

- A report on all faults including fault calls received and their status at month end indicating fault resolution time, pending faults and etc.
- A log of all maintenance (routine and non-routine) carried out on equipment in relation to the machine serial number.

7. RESOLUTION OF FAULTS

	Reporting Window	Authorized Local Agent Response time at site	Authorized Local Agent Resolution Time	Fault Resolution Time
Operational Severity 1	24 x 7	2 Hrs	8 Hrs	10 Hrs

Operational Severity 2	24 x 7	2 Hrs	20 Hrs	22 Hrs
Notification	If no response within the stipulated time, a notification will be issued and Supplier / Authorized Local Agent is to submit explanation in writing to Head of Security of the Customer.		If no resolution within stipulated time, a notification will be issued to the Supplier / Authorized Local Agent and will be fined as per the Agreement.	

3. **Severity 1:** Equipment is non-operational (one or both generators failure or any other defects attributing to proper functionality of the system).
4. **Severity 2:** Any failure affecting the Equipment function which will obstruct the smooth operation.

8. TRAINING

The Supplier shall provide cost free intensive on-site training on operation and operator maintenance of the Equipment, immediately after completion of installation but prior to the commencement of the x-ray systems.

9. LIQUIDATED DAMAGES

In view of service not available as agreed within this Service Level Agreement, the following liquidated damages shall apply on the Supplier. The measurement will be based on occurrences and will be effected on a monthly basis.

In the event that the Supplier /Authorized Local Agent does not resolve a fault within the agreed time, the following will occur provided that the delay is not due to reasons outside the control of the Supplier/Authorized Local Agent: -

- US \$ 50/- per hour for delay, beyond the fault resolution times as per Clause 7 of this Appendix B.

Appendix C –
PRICING

The following schedule of pricing shall apply for the provision of Services under this Agreement: -

1. RE-LOCATION & INSTALLATION

In the event of re-location and installation, charges for Equipment requested by ULSOD, including commissioning to be charged whenever necessary which is subjected to the approval by ULSOD prior to the commencement of work/s.

Man hour rate of LKR..... /Mh is applicable for above task.

2. COSTS UNDER COMPREHENSIVE MAINTENANCE AGREEMENT (Exclusive of all Taxes/ Levies)

Period to

Machine/Model	Serial Number	Location	Cost Per Period (12 months)	Equipment year in operation
..... Year
.....Year
..... Year

Note: Unit cost of consumables to be replaced during service level agreement after the warranty period, shall listed for each machine separately along with the offer. At a replacement of any listed consumable/s after the warranty period, unit cost of the particular consumable will be calculated by referring the given consumer price index at the date of particular invoice, subject to a maximum of 5% increase from the initial unit cost. Applicable consumer price index shall be given by the vendor based on the country of Incorporation of the business as stated in the vendor information form (Annexure H).

Appendix (D)

LOCATIONS, LIST OF CONSUMABLE AND NON-CONSUMABLE SPARES AND WARRANTY REQUIREMENT

1. LOCATION WHERE WORK IS TO BE CARRIED OUT

- 1.1 Subject to Clause 1.2 in this Appendix D, the Supplier shall carry out work in the Air Cargo Terminals, Transfer Baggage Terminals of SriLankan Airlines, Katunayake
- 1.2 The Supplier shall ensure that its staff/subcontractors confine themselves only to the specific/respective areas mentioned in the security pass provided by the Customer and relevant authorities and under no circumstance shall they enter into the restricted areas mentioned below:
 - a) Apron of the Bandaranaike International Airport
 - b) Passenger Terminal & Security restricted areas
 - c) T2 & T3 Cargo Terminals and/or
 - d) Any other area for which such staff/subcontractors do not hold permits to enter

2. LIST OF EQUIPMENT AND WARRANTY REQUIREMENTS

2.1 Warranty Requirements

The Complete X-Ray systems should be guaranteed for the period of 02 years, commencing from the date of successful commissioning of the system.

Both X-Ray generators to be guaranteed for a period of 05 years, commencing from the date of successfully commissioning of the system.

2.2 **Consumable Components List**

Note: Replacement/replenishment of these parts during the Term of the Agreement shall not cause additional costs to the Customer during warranty period.

2.3 **Non Consumable Components List**

Note: Replacement of these parts during the Term of the Agreement shall not cause additional costs to the Customer.

Schedule B - Tests & recommended requirement

No	Test	Current UK Requirement	EU Requirements (New UK Requirement)	Using STP to ensure Compliance with new requirements	Using CTP to ensure Compliance with new requirements
1	<p>Single wire Resolution (SWR)</p> <p>The requirement is that the wire is visible when not covered by the step wedge</p>	33 SWG Wire	0.254mm wire	30 AWG	<p>33 SWG Wire</p> <p>Note: A 33 SWG is the same thickness as a 30AWG</p>
2 (1b)	<p>Useful Penetration (UP)</p> <p>The requirement is that the wire is visible behind the relevant thickness of Aluminium.</p>	25 SWG visible behind 5/6" of the aluminium step wedge.	<p>Baseline</p> <p>0.5105mm wire behind 7.9mm of the aluminium step wedge.</p>	<p>Baseline</p> <p>24mm wire behind 7.9mm of the aluminium step wedge.</p>	<p>Baseline</p> <p>25 SWG visible behind 5/6" of the aluminium step wedge.</p> <p>Note: A 25 SWG is almost identical to the 24 AWG. (The 25 SWG is a very tiny amount thinner).</p>
			<p>Enhanced</p> <p>0.5105mm wire behind 11.1mm of the aluminium step wedge.</p>	<p>Enhanced</p> <p>24 AWG wire behind 11.1mm of the aluminium step wedge.</p>	<p>Enhanced</p> <p>25 SWG visible behind 7/16" of the aluminium step wedge.</p>
3(2)	<p>Spatial Resolution (SR)</p> <p>The requirement is that the gaps between the relevant vertical and horizontal gratings can be seen.</p>	1.5mm slots on a 3.0mm pitch	2.0mm slots on a 4.0mm pitch	2.0mm slots on a 4.0mm pitch	<p>1.5mm slots on a 3.0mm pitch</p> <p>Note: There are no 2.0mm slots on the CTP. If the 1.5mm slots are visible then the EU requirements are met.</p>

4(3)	<p>Simple Penetration (SP)-Thin Material The requirement is that the relevant steel plate can be seen</p>	0.10mm thick steel.	0.10mm thick steel.	0.10mm thick steel.	0.10mm thick steel.
5 (4)	<p>Simple Penetration (SP)-Thick material (MD) The requirement is that the lead is visible beneath the relevant thickness of steel</p>	14mm steel	<p>Baseline 1.5mm thick lead bar behind 14mm of steel</p>	<p>Baseline 1.5mm thick lead bar behind 14mm of steel</p>	<p>Baseline 1.5mm thick lead bar behind 14mm of steel</p>
			<p>Enhanced 1.5mm thick lead bar behind 26 mm of steel</p>	<p>Enhanced 1.5mm thick lead bar behind 26 mm step wedge of steel</p>	<p>Enhanced 1.5mm thick lead bar behind 14mm of steel</p> <p>Note: The CTP cannot be used to measure compliance with this part of the new requirements without an adaption which adds an additional thickness to the existing steps.</p>
6(5)	<p>Discrimination between materials (MD) The requirement is that different colours are allocated to the sample of organic and inorganic substance.</p>	Salt and Sugar discrimination	Inorganic and Organic Discrimination		Salt and Sugar discrimination

GENERAL DETAILS

Supervisor:.....

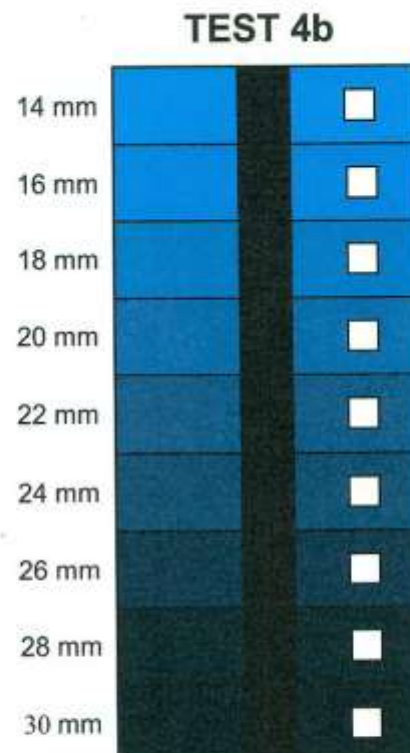
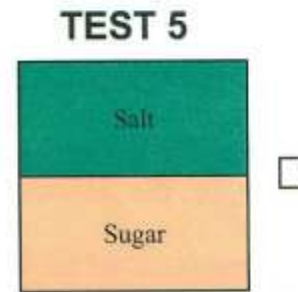
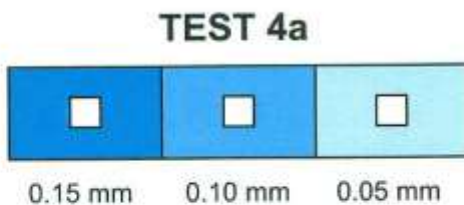
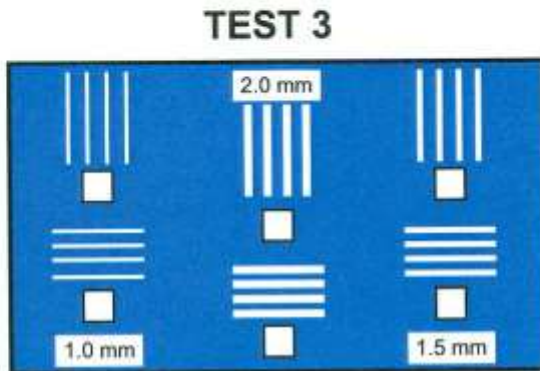
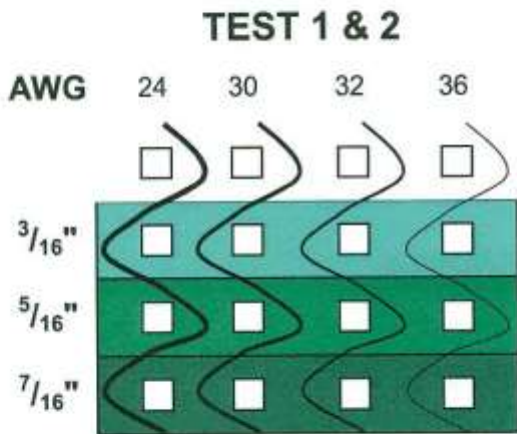
Operator Name:..... Date:..... Time:..... Signature:.....

Machine Make & Model:.....

Machine Identity No:..... Machine Location:.....

Test Number	Imaging Options Used
1	
2	
3	
4a	
4b	
5	

Horizontal View
 Vertical View



Conveyor belt direction ↑

Schedule C - Purchase and Maintenance Agreement for ETD Machines

This Purchase and Maintenance Agreement is entered into on this [] day of []

BY AND BETWEEN

[], a Company duly incorporated in [], bearing Company Registration Number [] and having its registered address at [] (hereinafter referred to as the “**Supplier**” which term or expression shall where the contexts requires or so admits, mean and include the said [] and its administrators, successors and permitted assignees) of the **One Part**;

AND

SRILANKAN AIRLINES LIMITED, a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka, bearing Company Registration Number PB67 and having its registered office address at Airline Center, Bandaranayaike International Airport, Katunayaka, Sri Lanka (hereinafter referred to as the “**Customer**” which term or expression shall where the contexts requires or so admits, mean and include the said SriLankan Airlines Limited, and its administrators, successors, and assignees) of the **Other Part**.

The Supplier and/or the Customer shall be collectively referred to as “**Parties**” and individually as a “**Party**”

WHEREAS:

- iv. The Customer is desirous of purchasing [] ETD machine (hereinafter referred to as “Equipment”) and obtaining maintenance and support services for the said Equipment;
- v. The Supplier is engaged in the business of sale of Equipment and provision of maintenance and support services for Equipment;
- vi. The Supplier is desirous of providing maintenance and support services for Equipment to the Customer on a non-exclusive basis according to the requirements of the Customer as communicated by the Customer from time to time;
- iv. The Supplier shall provide a comprehensive warranty against defective materials, workmanship, manufacturer and design consistent applicable to the Equipment for the duration of the Term (as defined below) for all Equipment purchased by the Customer from the Supplier in accordance to the terms and conditions of this Agreement;
- v. The Supplier and Customer are desirous of entering into an Agreement to set out the services to be performed by the Supplier and the standards of such services during the warranty period and post warranty period and setting out the terms applicable thereto.

2. SCOPE OF THE SERVICES

- 1.3 Delivery of Equipment, maintenance and support services by the Supplier shall in accordance with Appendix B of this Agreement, on the terms and conditions more fully set out in this Agreement (hereinafter referred to as “**Services/maintenance services**”).
- 1.4 This Agreement consist of the following Appendixes which shall form part and parcel of the Agreement:

Appendix A - Definition of Terms

- Appendix B - Scope of Services and Service Levels
- Appendix C - Schedule of Pricing
- Appendix D - List of Equipment, Warranty Requirements, Locations

The above shall form an integral part of this Agreement and constitute the entire Agreement between the Parties in respect of the Services to be supplied by the Supplier pursuant to this Agreement.

2. TERM

- 2.3 This Agreement shall be effective from [] and remain in full force for a period of seven years [07] (hereinafter referred to as “Term”).
- 2.4 The terms and conditions of this Agreement including prices shall remain unchanged and valid during the entire Term of this Agreement unless it is amended in writing by the Parties with mutual agreement.

3. SUPPLIER’S OBLIGATIONS AND CUSTOMER’S RIGHTS

- 3.17 The Supplier agrees to deliver the Equipment, install and provide Services as detailed in Appendix B, and to keep the Equipment in good working order during the term of this Agreement.
- 3.18 The Supplier shall be responsible for transportation of the Equipment from the port of landing and transporting them to the Customer’s sites until commissioning. All expenses in transportation shall be borne by the Supplier.
- 3.19 In the event of any part or product of the Equipment being damaged and/or lost at any stage prior to the proper handing over the Equipment to the Customer, the Supplier shall replace the said damaged or lost part or product within 02 weeks at the cost of the Supplier.
- 3.20 The Supplier shall pack the Equipment in climatic packaging and shall be solely responsible and liable for proper, sufficient and adequate packing completeness of the Equipment thereof, protection and storage, correct handling, transportation the Equipment to the Customer. In case of short packing or short shipment less than the quantities in the order, the Supplier shall make good all items short packed or shipped and also bear all duplicate payments of customs duty and other charges resulting thereof.
- 3.21 The Supplier shall provide the Customer with a comprehensive warranty for 02 years against defective material, workmanship and design, applicable to such Equipment. The Supplier shall extend the warranty to compensate any down time, during the warranty period. The warranty applicable to each Equipment shall be more fully described in Appendix D.
- 3.22 All maintenance and support services in respect of the Equipment after the expiry of the warranty shall be in accordance with the Appendix B of this Agreement.
- 3.23 The Supplier shall provide the Services to the Equipment listed in Appendix D and any other Equipment notified by the Customer to the Supplier from time to time subject to the prior consent of the Supplier.
- 3.24 The Customer has the right to withdraw any Equipment for which Services are provided pursuant to this Agreement by providing the Supplier one (01) months prior written notice. In this event any Equipment is withdrawn, the applicable charges for the Services will be adjusted accordingly.

- 3.25 All Services provided by the Supplier pursuant to this Agreement and any warranty provided shall be to an equivalent to the standards (including the acceptability of the Make/Model to the Customer) and the service levels set out in Appendix B.
- 3.26 The Supplier shall provide the Services contracted for under this Agreement during the period of Service Availability set out in Clause 4 hereof.
- 3.27 The Supplier shall during the Term of this Agreement maintain a pool of original spares for the Equipment as adequately required to discharge its obligations set out in this Agreement in accordance to the agreed standards and service levels.
- 3.28 The Supplier shall maintain in stock back up Equipment or substitute Equipment as are necessary to discharge its obligations under this Agreement as specified in Appendix B.
- 3.29 The Supplier shall throughout this Agreement maintain skilled staff with suitable competence and experience to perform the Services contracted for under this Agreement.
- 3.30 The Supplier shall provide training to Customer's staff as specified in the Appendix B.
- 3.31 The Supplier shall throughout the Term of this Agreement provide the Customer in the Services set forth under Appendix B in accordance to the service standards and levels set forth hereunder this Agreement.
- 3.32 The Supplier shall perform its obligations under this Agreement with due care, diligence and prudence practices in the industry and in a reliable and professional manner and shall ensure that personnel deployed hereunder possess necessary and appropriate skills, qualifications and experience to perform the Services as required hereunder.
- 3.18 If the Equipment is to be imported, the Customer may provide duty free facility through Board Of Investment, Sri Lanka (BOI) in order to clear the shipment through Sri Lanka Customs subject to below conditions.
- 3.19.2 The shipping documents shall be addressed to "SriLankan Airlines Ltd".
- 3.19.3 The payment to be made to the overseas party as agreed term in the offer.
- 3.19.4 If the import process is to be made through a Local Agent on behalf of the Supplier, the requirements set out in clause 3.18.1 and 3.18.2 shall be fulfilled.
- 3.19.5 If the Supplier needs any alternate arrangements for payment execution for the imports other than above specified terms, it shall be subjected to the prior written approval of the Customer.
- 3.20 Spare parts for maintenance purpose of the Equipment may be imported under duty free facility available with the Customer in terms of the agreement the Customer has entered with BOI subject to following conditions:
- 3.20.1 Replaced items/spares shall not be released to the Local Agent without Customer/BOI approval.
- 3.19.2 Any items imported under the name of the Customer shall not be released to any third party without Customer/BOI approval at the expiry and/or early determination of this Agreement..

4. **SERVICE AVAILABILITY**

- 4.3 The Supplier shall provide Services including on-site services for the Equipment set forth in the Appendix B during the Service Availability. The Service Availability shall mean 24 hours from Monday to Sunday on 365 days basis.
- 4.4 During the period of Service Availability, the Customer shall permit the Supplier's personnel to access to the Equipment at the Customer's locations/site to discharge their obligations pursuant to this Agreement upon providing the Customer prior notice. All expenses (if applicable) relevant to the access permits are to be borne by the Supplier.

5. **ACCESS TO MACHINES**

- 5.2 During the period of Service Availability as stated in Clause 4 above, the Customer shall provide full and free access to the Equipment as necessary to provide the Services as described in Appendix 'D'.

6. **MAINTENANCE CONTROL DOCUMENTATION**

- 6.1 Maintenance of all documentation relating to the Service performed pursuant to this Agreement such as fault reporting Log book, monthly activity report etc. relevant to Maintenance Control shall be performed by and be the responsibility of the Supplier.

8. **CHARGES**

- 8.7 There will be no charge for Services performed by the Supplier under this Agreement on Equipment which are under warranty and during the period of Service Availability when Services fall within the scope of Services listed in this Agreement as contained in Appendix B.
- 8.8 Services performed on the Equipment after the expiration of the warranty period (specified in Appendix 'D') shall be subject to the payment of an annual maintenance charge as specified in Appendix C.

9 **INSURANCE**

- 9.1 The Supplier shall secure at its own cost and expense a Third Party Liability Insurance policy covering death, bodily injury and property damage not less than LKR 5,000,000 for any one accident in the aggregate which shall be kept valid through the term of this Agreement. The policy shall be extended for the risks of fire and explosion and any other risks as may be deemed relevant.
- 9.2 Such insurance shall incorporate Customer or its officers, as additional assureds.
- 9.3 The Supplier shall secure a workmen's compensation policy of insurance covering all employees and / or representatives of the Supplier involved with the performance of this Agreement and on the premises of Customer. The policy shall also cover the risks of riot and terrorism.
- 9.4 The Supplier shall provide Customer with a certificate of insurance, evidencing the coverage as required by Clause 8.1, 8.2 and 8.3
- 9.5 The Supplier's insurers shall waive all rights of subrogation or action against Customer or its directors, servants, agents and employees.
- 9.6 Supplier agrees to arrange and keep in place an erection all risk insurance for the full value of item covering all risk of loss or damage including testing and commissioning. The insurance policy shall be extended to include (but not be limited to) riot, terrorism, removal of debris, property of principal, cross liability and third party liability

9. TAXES

9.2 In addition to any charges under this Agreement the Customer agrees to pay the prevailing Government Taxes applicable to the Services rendered under this Agreement provided however that the Customer shall not be liable for any taxation arising from Supplier’s income and/or profits.

10. INVOICING

10.10 The Supplier shall provide the Services at the rates and prices as more fully described in Appendix C.

10.11 The Supplier shall not increase the Contract Price or any other prices set out in this Agreement during the period of this Agreement.

10.12 Pursuant to Clause 10.1 above, the Supplier shall invoice Customer on a quarterly basis in respect of the Services provided (in the preceding quarter) pursuant to this Agreement, and which has/have been duly performed by the Supplier as per the rates specified in Appendix C.

10.13 Customer shall, subject to Clause 10.5 and 10.6 below, pay the Supplier on a quarterly basis for the Services performed (and duly invoiced on stipulated in Clause 10.3 above) under this Agreement, less any amounts that may be deductible.

10.14 Customer will settle all invoices submitted by the Supplier for work performed under this Agreement within 45 days of receipt of such invoice.

10.15 Where any invoice or part thereof is disputed Customer shall pay the undisputed amount in accordance with Clause 10.5 hereof and the disputed amount shall be payable within 14 days of the resolution of the dispute.

10.16 Customer shall be entitled to withhold or deduct from any payments due to the supplier or any sums of money required to be withheld by customer under any law or regulation for the time being in force and/or pursuant to this Agreement. In the event the amounts to be withheld or deducted exceed the amount payable to customer at the relevant time, the supplier shall pay such amount to customer within fourteen (14) days of demand.

10.17 Whereas, any default by the Supplier shall be subject to liquidated damages as stipulated in Appendix B, Customer shall be entitled to withhold such amount.

10.18 The currency of invoicing and the currency of payment shall be in [] and payment shall be made in cheques to the following bank account of the Supplier.

Bank 1.

11. DEFAULT

11.3 Any default by the Supplier in the provision of Services as contracted under this Agreement shall be subjected to payment of liquidated damages as stipulated in Appendix B. The liquidated damages shall be recoverable against the payments due under the Agreement.

11.4 Such liquidated damages payment shall be without prejudice to the Customer’s right to terminate this Agreement under Clause 13 below.

12. REPRESENTATION

12.2 The Supplier hereby represents and warrants to the Customer that –

(i) It is a company legally qualified and specialized in performing the activities related to the Services, and that it has the capacity, experience, good financial condition and technical

competence, workmanship and know-how for the development of the activities object of this Agreement;

(ii) It shall perform the Services at all times (i) in compliance with any applicable laws and regulations; (ii) to industry recognized standards; and (iii) with all due skills, care and diligence that might be exercised by a professional firm performing similar services under similar conditions;

(iii) There is no action, suit, investigation or proceeding pending or, to the knowledge of the Supplier, threatened against the Supplier or any properties or rights of the Supplier, by or before any court, arbitrator or administrative or governmental body, which action, suit, investigation or proceeding could reasonably be expected to impair the ability of the Supplier to perform its obligations under this Agreement; and

(iv) It is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations, contingent or otherwise, which would cause it to become insolvent.

13. TERMINATION

13.1 Notwithstanding anything to the contrary stated herein, the Customer shall have the right to terminate this Agreement without assigning any reasons whatsoever by issuing Thirty (30) days prior written notice to the Supplier. Such termination shall take effect on the expiry of such notice period.

13.2 Notwithstanding anything to the contrary stated herein either party may terminate this Agreement forthwith by written notice in the event of:

(iv) Breach of the Agreement by the other Party and such breach is not remedied within 30 day of receipt of written notice from the no-defaulting party;

(v) in the event the other Party enters into liquidation, or has a receiver or administrator appointed, is declared bankrupt or is unable to pay its debts when due.

(vi) If the other Party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade or losses its licenses to provide Services contracted for this Agreement;

13.3 Notwithstanding anything contained herein, the Customer may terminate this Agreement in writing in the event:

(i) The Supplier defaults or does not provide the Services envisaged under this Agreement or in the manner/requirements required by Customer or fails to provide the Services or fulfil its obligations in a timely manner;

(ii) The level of performance of the Services by the Supplier is not satisfactory to the Customer;

13.4 The termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either Party. All obligations of each Party that have accrued before termination or that are of a continuing nature, including without limitation any indemnity provisions herein, shall survive termination or expiration of this Agreement.

- 13.5 On the termination of this Agreement howsoever occasioned, or on the non-renewal of this Agreement no compensation whatsoever shall be payable by Customer to the Supplier. In the event of such termination, the Supplier shall refund any advance payment received from the Customer pursuant to this Agreement, calculated pro rata up to the date of termination/non-renewal of the Agreement within 30 days from the date of termination and each Party shall at its own expense return to the other Party promptly all confidential information, documentation and any other data or materials belonging to the other Party, together with any copies thereof or any other documents entrusted to it by the other Party.

15. INDEMNITY AND LIMITATION OF LIABILITY

- 14.1 Supplier shall indemnify and hold harmless the Customer its directors, officers, employees, subsidiaries, agents and representatives from and against any and all claims, demands, actions, suits, damages, liabilities, settlements, judgments, any loss, damage, expense, legal fees, penalty incurred by the Customer as a result of any damage caused to property of the Customer, the Customer's employees, agents, sub-contractors or a third party and/or death accident or injury caused to the Customer's employee, agents, subcontractors due to acts and omission of the Supplier including negligence and/or wilful misconduct of the Supplier or its employees, agents, subcontractors.
- 14.5 The Supplier shall fully indemnify and hold harmless the Customer, from and against any and all third party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) brought against the Customer that the software and/or Services, as provided by Supplier to the Customer under this Agreement and used or distributed within the scope of this Agreement, infringes or violates or misappropriates or allegedly infringes or violates or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided that the infringement is not caused by modification or alteration of the Services done by the Customer without the approval of the Supplier.
- 14.6 The Supplier shall fully indemnify and hold harmless the Customer, its affiliates, directors, officers, employees, agents, representatives, successors and permitted assignees from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which incurs or arise out of or relate to or: (i) Services performed under this Agreement; (ii) due to any breach of any terms and conditions of this Agreement including representation or warranty by the Supplier or failure by the Supplier to perform or otherwise fulfil any covenants or other obligations hereunder or any breach or violation of any covenants or other obligations under this Agreement or under applicable law; (iii) due to any claim on account of any breach of confidentiality and security of data; (iv) due to any claim occurring on account of misconduct, negligence or wrongful acts of omission and commission of Supplier's employees and/or its sub-contractors.
- 14.7 Neither Party shall be liable for any lost profits, consequential damages, or for any claim or demand incurred by the other due to whatsoever reason.
- 14.5 The Supplier shall not be liable for any costs, expenses and/or losses to Customer arising from negligence or wilful misuse of e Equipment by the Customer.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Either Party agrees and acknowledges that the other Party is the owner of its respective trademarks, logos, designs, patent, copyrights, database, trade names, service marks, images, other distinctive brand features or identifiers and all other intellectual property rights whatsoever whether registered or unregistered, including rights in any applications or registrations in respect of any of the foregoing in any state, country or jurisdiction (hereinafter referred to as “Intellectual Property Rights”).
- 15.2 Neither Party shall use the other Party’s Intellectual Property Rights in any material without the prior written consent of the other Party.
- 15.3 Either Party further agrees that the other Party shall not have any right, title or interest in the other Party’s Intellectual Property Rights other than the right to use it as stated under this Agreement.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1 Neither Party may assign or subcontract its rights or obligations under this Agreement without the prior written approval of the other Party.
- 16.2 Any violation of Clause 16.1, will be cause for immediate termination of this Agreement and/ or, at the option of the Non-Assigning Party, the Non-Assigning Party may declare the assignment, subcontracting or transfer of any of the rights or obligations under this Agreement null and void as of the date of the purported assignment, subcontracting or transfer.
- 16.3 In the event a Party subcontracts its obligations, it shall not be relieved of responsibility under this Agreement for such portion of its obligations as are subcontracted.
- 16.4 Any assignment or subcontracting of the Supplier’s rights and obligations under this Agreement shall not increase the Customer's obligations or diminish Customer's rights under this Agreement.

17. FORCE MAJEURE

- 17.1 The Parties shall be exempt from liability in respect of any failure to perform their obligations under this Agreement due to or arising out of acts of God or public enemy, civil war, insurrection, riots, fire, floods, explosions, earthquakes, accidents, epidemic quarantine restrictions, any act of governmental priority allocation regulation or any other similar cause the extent that such case is beyond the reasonable control of any of the Party whether abovementioned or not. Upon the occurrence or imminent occurrence of any such event the affected Party shall give the other immediate notice thereof and take all measures to mitigate the effect of such event.
- 17.2 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 this Clause or delay arising from such Force Majeure event.
- 17.3 However, in the event the force majeure event relates to the provision of Services 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.
- 17.4 If the period of delay or non-performance continues for 4 weeks, the Party not affected by the force majeure event may terminate this Agreement immediately with written notice to the affected Party.

18. CONFIDENTIALITY

- 18.1 The receiving party agrees that it shall:
- (i) Use the confidential information only to fulfill its obligations pursuant to this Agreement;
 - (ii) Treat all confidential information of the disclosing party as secret and confidential and shall not copy or disclose any such confidential information to any third party;
 - (iii) not, without the express written consent of the disclosing party, disclose the confidential information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries, any governmental authority or court of law or to any professional advisor or agreed subcontractors, who need access to such confidential information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and
 - (iv) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such confidential information) then in the receiving party's power or possession

19. GOVERNING LAW

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

20. GENERAL

- 20.2 The rights and remedies of the Customer against the Supplier for breach of any terms and conditions and for any obligations undertaken by the Supplier shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of Customer.
- 20.2. Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 20.3 If any 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.
- 20.4 This Agreement contains the entire agreement whether written or oral between the Parties hereto concerning the subject matter hereof and shall supersede all prior agreements, between the Parties. This Agreement may not be altered, amended, varied except otherwise than by an instrument in writing executed by the duly authorized signatories of Customer and the Supplier.
- 20.5 The Parties acknowledge nothing contained in this Agreement and no activity by either Party in the performance hereof create, constitute, or deemed to constitute or create between either Party or among either Party and any of its officers, directors, employees, an agency or representative a joint venture or association, employer-employee relationship, partnership or any agency relationship between them, 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.
- 20.6 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.

20.7 The Supplier shall not issue any press release or public announcement/statement relating to this Agreement, written or oral, without the prior written consent of the Customer. For avoidance of any doubt, the Supplier shall not make, give or issue any press release or other press activity involving or referring to the customer or any of its subsidiaries or their services or operations, without the Customer’s prior written approval.

20.8 Any notice or request required or permitted to be given pursuant to this Agreement shall be in the English language and in writing and sent by registered mail or email or facsimile addressed to the following addresses or address notified by the relevant Party from time to time:

In the case of the Customer to :

.....
.....
.....
Facsimile:
Email:
Attn :

In the case of the Supplier to :

.....
.....
.....
Facsimile:
Email:
Attn :

Any notice, demand or other communication sent by either Party shall be deemed to have been received by the other Party:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by registered post, 3 (three) calendar days from the date of posting;
- (iii) if sent by email or facsimile, at the time of receipt, unless the transmission is effected on a non-business day or after 5.00 pm on a business day at the place of receipt, in which case that communication shall be deemed to have been received on the next business day.

20.9 Termination or expiration of the Agreement for any reason shall not relieve either Party of any rights and obligation which expressly or by implication survives termination hereunder and any other provisions that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

20.11 Time is of essence in the performance each and every obligations of the Supplier.

21. BANK GUARANTEE

21.1 The Supplier shall at the execution of this Agreement, furnish an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to the Customer in form and substance satisfactory to the Customer, for [] the amount of Sri Lanka Rupees [] (LKR), as security for the due and proper performance by the Supplier of its obligations under this Agreement. All applicable bank charges (including any charges at the time of enhancement or encashment) on such bank guarantee shall be borne by the Supplier.

- 21.2 The value of the bank guarantee may be varied at any time at the option of the Customer and the Supplier shall furnish an additional bank guarantee at the Supplier’s cost within thirty (30) days of notification to the Supplier.
- 21.3 The bank guarantee shall remain in force throughout the Term of this Agreement and 90 days subsequent to the expiry of this Agreement or until all the obligations of the Supplier are fulfilled (whichever falls later).
- 21.4 The bank guarantee will be discharged by the Customer and returned to the Supplier within 90 days subsequent to the expiry of this Agreement or within 90 days following the date of completion of Supplier’s obligations under the Agreement, whichever is later, less monies due to the Customer and/or as the Customer is entitled to deduct/set-off under this Agreement.
- 21.5 The proceeds of the bank guarantee shall be payable to the Customer as compensation for any loss resulting from Supplier’s failure to complete its obligations under the Agreement.
- 21.6 In the event of an adjustment or deduction of the bank guarantee by the Customer against the due and proper performance by the Supplier of its obligations under this Agreement, the Supplier shall immediately pay to the Customer the amount adjusted or deducted by the Customer and restore the bank guarantee to its original amount.
- 21.7 The Supplier shall not be entitled to any interest on the bank guarantee.
- 21.8 The Customer shall not make any payments under this Agreement to the Supplier until the Customer has received the bank guarantee as stipulated under this Clause 21.
- 21.9 The Customer rights with respect to the bank guarantee shall be in addition to any other rights or remedies available to the Customer.
- 21.10 In the event this Agreement is extended for further periods, the Supplier shall renew the bank guarantee for the entire duration the Agreement is extended and further additional 90 days commencing from the date of expiry of the Agreement.

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

**FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED**

**FOR AND ON BEHALF OF
[Insert here]**

.....

.....

Name :

Name :

Designation :

Designation :

.....

.....

Witness:

Witness:

Appendix A – Definitions of Terms

- 1.1 In this Agreement, unless otherwise required, the following words or expressions shall have the following meanings:

General

9. **“Agreement”** means the agreement that is reached for the services as outlined in this document.
10. **“Authorized Local Agent/ALA”** means the authorized local business partner or Local Agent (LA) appointed by the Supplier.
11. **“ULSOD”** means Security Operations Department of SriLankan Airlines Ltd., who will act as the main contact point in executing this Agreement.
12. **“Day”** means any day of the week, Monday to Sunday.
13. **“Effective Date”** means the date, the terms and conditions of this Agreement commences to be valid from
14. **“Hour”** means any hour of the day, any day of the week.
15. **“Normal Business Hours”** means the normal hours of operation from Monday to Friday, 0800 to 1700 hours. Mercantile holidays, Saturdays and Sundays are excluded.
16. **“Working Day”** means the day referred to in Normal Business Hours by either party. **“Working Hour”** means an hour during the time in which Business is conducted by either party. **“24 by 7”** means around the clock (24 hours).

About the Service

7. **“Equipment”** means ETD machine supplied according to the Agreement.
8. **“Availability”** means the percentage of time the service or equipment is available to ULSOD.
9. **“Outage”** means the period during which the service of the machines will not be available
10. **“Planned Outage”** means periods duly notified by the Supplier /ALA to ULSOD for any maintenance where a designated machine not available for use. These outages will be agreed upon by all parties as specified in the Service Level Agreement.
11. **“Unplanned Outage”** means a service outage that occurs due to the failure of one or more components of a machine that has not been notified in advance.
12. **“Maintenance Control Documentation”** means the documentation for the execution of the procedures and processes in order to maintain proper control of the maintenance services provided by the Supplier.

About the Fault

5. **“Fault”** means a problem/fault faxed or emailed by the Customer on a specified form provided by the Supplier.
6. **“Fault Resolution Time”** means the time taken by the Supplier / Authorized Local Agent to resolve the fault. This is calculated from the time that, customer faxes, emails the duly completed service request form to ALA.
7. **“Fault Response Time”** means the time taken by the Supplier /Authorized Local Agent to respond to the fault by attending to the site, since Customer reports the fault to ALA with service request form.
8. **“Closure of Fault”** means that the service requested by the Customer has been fixed or a suitable workaround, acceptable to ULSOD, has been provided.

About Customer Support

5. **“Escalation”** means the process that Customer informs the next higher authority of the Supplier /Authorized Local Agent, if the fault response time is not achieved.
6. **“Notification”** means the time interval at which different persons, not in the escalation process, that has to be made aware of a problem that has not been responded to or closed in the time allocated.

About Customer Satisfaction

6. **“Customer Complaint”** means a report from ULSOD, which expresses dissatisfaction with the service provided by the Supplier /Local Agent.
7. **“Customer Satisfaction”** means the percentage of ULSOD satisfied with the service provided by the Contractor/Local Agent.
8. **“High”** means serious customer dissatisfaction, which could result in severe production and/or revenue loss, which has a major business impact.
9. **“Low”** means customer dissatisfaction, which has no major business impact.
10. **“Medium”** means customer dissatisfaction but a tolerable workaround has been made available to the customer. Further corrective action and continuous effort is however required.

Appendix B –

SCOPE OF SERVICES AND SERVICE LEVELS

The Equipment covered by the Agreement is as follows: -

-bearing serial numbers –
 - (iv)
 - (v)
 - (vi)

- bearing serial numbers –
 - (i)
 - (ii)

1. SUPPORT

Re-location

In the case of re-location, ULSOD shall inform the Supplier/Authorized Local Agent regarding Equipment which is already in use and to be re-located following a request made by ULSOD. The Supplier /Local Agent shall allocate an engineer to co-ordinate and carry out necessary work pertaining to re-location, re-installation and re-commissioning work ensuring the said machine is in good working order.

2. PROBLEM REPORTING

The security personnel of the Customer will be the official contact for problem reporting to the Supplier. The mode of report shall be: Email, Fax or Telephone.

2.3 Contact Numbers

The preferred order of fault reporting to the Supplier will be in the following manner on a 24 x 7 basis:

Local Agent

- Telephone:
- Fax:
- Email

Supplier

- Telephone:
- Fax:
- Email

ULSOD – is contactable on a 24 x 7 basis at the following numbers

- Telephone:
- Fax:
- Email

2.4 Procedure

ULSOD will follow the fault reporting procedure mutually agreed by ULSOD and the Supplier.

3. CONTACTS AND REPRESENTATIVES

The Supplier / Authorized Local Agent should appoint an Account Service Manager to co-ordinate all service activities under this Agreement. He/ She will be assisted by other support; personnel of appropriate technical competency. Customer shall appoint the Senior Manager Security & Investigations as the service contact to liaise with the Supplier / Authorized Local Agent within the Service Level Agreement. It is also agreed to hold quarterly review/update meetings between Customer, the Supplier and Authorized Local Agent.

Contacts within the Agreement who will be involved in the fault escalation and notification process will be as follows: -

SUPPLIER –

..... Sales Manager	Tel: Hp: Email:
..... Technical Manager	Tel: Hp: Email:

AUTHORIZED LOCAL AGENT –	
..... Director/ Managing Director	Tel: Fax: Email:
..... Accounts Service Manager	Tel: Fax: Email:

CUSTOMER – SriLankan Airlines Ltd	
..... Head of Group Security,	Tel: Email:
..... Security Manager Quality Assurance	Tel: Email:
Duty Manager Security	Messes: Tel:

4. MAINTENANCE

4.5 Preventive & Routine

The Supplier / Authorized Local Agent shall carry out any preventative or routine maintenance procedure for Equipment and component replacements or software changes (If required) as per manufacturer recommended procedure/ user defined time intervals (minimum once per month) without causing additional charges, during the period covered by the Agreement.

4.6 Non-Routine Maintenance

The Supplier / Authorized Local Agent shall carryout service/ repair/ replacement of spare parts during a failure of Equipment at the earliest opportunity without causing any additional charges.

4.7 Documentation

The Supplier shall provide all relevant documentation and specify the procedures in writing to the Customer for all maintenance activities. This shall include maintenance warranty against defective materials, workmanship, manufacture and design consistent with the Manufacturer’s warranty program, the terms and conditions which are found in the warranty documentation accompanying the products. [Any additional warranty coverage shall be mutually agreed between Customer and the Supplier].

4.8 Replacement of consumable and non-consumable spares

The Supplier shall replace all consumable and non-consumable spares as per the OEM Technical / Maintenance Manual on request of ULSOD with no any additional cost to the Customer during warranty period.

5. SPARE PARTS

5.3 Storage Space

The Supplier / Authorized Local Agent may utilize the designated space by ULSOD at Customer’s premises to maintain the stock of spare parts which would be the property of the Supplier. The Supplier/Authorized Local Agent shall advise ULSOD of the storage conditions required for proper storage of the spare parts.

5.4 Condition of the Spares

Only manufacturer approved original, genuine, brand new and tested, ETD machine parts shall be used for repair of Equipment by the Supplier /Authorized Local Agent, during the period covered by this Agreement.

6. REPORTING

The Supplier /Authorized Local Agent shall provide following reports on a monthly basis to ULSOD:

-

- A report on all faults including fault calls received and their status at month end indicating fault resolution time, pending faults and etc.
- A log of all maintenance (routine and non-routine) carried out on equipment in relation to the machine serial number.

7. RESOLUTION OF FAULTS

	Reporting Window	Authorized Local Agent Response time at site	Authorized Local Agent Resolution Time	Fault Resolution Time
Operational Severity 1	24 x 7	2 Hrs	8 Hrs	10 Hrs
Operational Severity 2	24 x 7	2 Hrs	20 Hrs	22 Hrs
Notification	If no response within the stipulated time, a notification will be issued and Supplier / Authorized Local Agent is to submit explanation in writing to Head of Security of the Customer.		If no resolution within stipulated time, a notification will be issued to the Supplier / Authorized Local Agent and will be fined as per the Agreement.	

7. **Severity 1:** Equipment is non-operational (one or both generators failure or any other defects attributing to proper functionality of the system).

- 8. **Severity 2:** Any failure affecting the Equipment function which will obstruct the smooth operation.

9. TRAINING

The Supplier shall provide cost free intensive on-site training on operation and operator maintenance of the Equipment, immediately after completion of installation but prior to the commencement of the ETD systems operation.

9. LIQUIDATED DAMAGES

In view of service not available as agreed within this Service Level Agreement, the following liquidated damages shall apply on the Supplier. The measurement will be based on occurrences and will be effected on a monthly basis.

In the event that the Supplier /Authorized Local Agent does not resolve a fault within the agreed time, the following will occur provided that the delay is not due to reasons outside the control of the Supplier/Authorized Local Agent: -

- US \$ 50/- per hour for delay, beyond the fault resolution times as per Clause 7 of this Appendix B.

Appendix C –

PRICING

The following schedule of pricing shall apply for the provision of Services under this Agreement: -

1. RE-LOCATION & INSTALLATION

In the event of re-location and installation, charges for Equipment requested by ULSOD, including commissioning to be charged whenever necessary which is subjected to the approval by ULSOD prior to the commencement of work/s.

Man hour rate of LKR..... /Mh is applicable for above task.

2. COSTS UNDER COMPREHENSIVE MAINTENANCE AGREEMENT (Exclusive of all Taxes/ Levies)

Period to

Machine/Model	Serial Number	Location	Cost Per Period (12 months)	Equipment year in operation
..... Year

Note: Unit cost of consumables to be replaced during service level agreement after the warranty period, shall listed for each machine separately along with the offer. At a replacement of any listed consumable/s after the warranty period, unit cost of the particular consumable will be calculated by referring the given consumer price index at the date of particular invoice, subject to a maximum of 5% increase from the initial unit cost. Applicable consumer price index shall be given by the vendor based on the country of Incorporation of the business as stated in the vendor information form (Annexure H).

Appendix (D)

LOCATIONS, LIST OF CONSUMABLE AND NON-CONSUMABLE SPARES AND WARRANTY REQUIREMENT

1. LOCATION WHERE WORK IS TO BE CARRIED OUT

- 1.3 Subject to Clause 1.2 in this Appendix D, the Supplier shall carry out work in the Air Cargo Terminals, Transfer Baggage Terminals of SriLankan Airlines, Katunayake
- 1.4 The Supplier shall ensure that its staff/subcontractors confine themselves only to the specific/respective areas mentioned in the security pass provided by the Customer and relevant authorities and under no circumstance shall they enter into the restricted areas mentioned below:
- e) Apron of the Bandaranaike International Airport
 - f) Passenger Terminal & Security restricted areas
 - g) T2 & T3 Cargo Terminals and/or
 - h) Any other area for which such staff/subcontractors do not hold permits to enter

3. LIST OF EQUIPMENT AND WARRANTY REQUIREMENTS

2.1 Warranty Requirements

The Complete ETD systems should be guaranteed for the period of 02 years, commencing from the date of successful commissioning of the system.

2.5 Consumable Components List

Note: Replacement/replenishment of these parts during the Term of the Agreement shall not cause additional costs to the Customer during warranty period.

2.6 Non Consumable Components List

Note: Replacement of these parts during the Term of the Agreement shall not cause additional costs to the Customer.