



**INVITATION FOR SUBMISSION OF BIDS FOR THE
SUPPLY OF WINES FOR ECONOMY CLASS SERVICE**

REFERENCE NO: IF/IPC/01/2026

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

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	<p>(a) 1.1 SriLankan Airlines invites you to submit a bid for the SUPPLY OF WINE FOR ECONOMY CLASS SERVICE as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Section IV. Bid Submission Form• Section V. General Conditions• Annexure A : Bid Acknowledgement Form• Annexure B : Technical/General Specifications & Compliance form• Annexure C : Price Schedule Form• Annex D: Bid Securing Declaration Form• Annexure E: Non-collusion Declaration• Annexure F: Clientele Information Form• Annexure G: Sample Purchase Order

	C: Preparation of Bid
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Section IV : Bid Submission Form (Mandatory) • Annexure B : Technical/General Specifications & Compliance Form (Mandatory) • Annexure C : Price Schedule Form (Mandatory) • Annexure D: Bid Securing Declaration Form (Mandatory) • Annexure E: Non-collusion Declaration (Mandatory) • Annexure F: Clientele Information Form
4. Bid Submission Form and Technical/ General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid (Please refer specifications for unit prices)</p> <p>5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p> <p>5.4 Please quote your <u>best and final</u> price</p>
6. Currency	<p>6.1 The Bidders shall quote in foreign currency or in Sri Lanka Rupees</p>
7. Documents to Establish Conformity of the Goods	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation:</p> <ol style="list-style-type: none"> a) Technical details of the material b) Accreditations obtained by the company for management, production management etc.

8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.
9. Bid Securing Declaration	9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure D. (Mandatory)
10. Format and Signing of Bid	10.1 The bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D: Submission of samples	
11. Submission of Samples	<p>11.1 Provide 02 samples from each proposed label on or before the bid closing date. Please note any samples submitted after this will not be considered for evaluation.</p> <p>11.2 Bids without proper samples/ unidentifiable samples will be subject to rejection.</p> <p>11.3 If any bidder wishes to hand deliver samples, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section 11, Data sheet, clause 16.2 for contact details.</p>
E: Submission and Opening of Bid	
12. Submission of Bid	<p>12.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope (Make sure all mandatory documents are duly filled and signed).</p> <p>12.2 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section 11, Data sheet, clause 16.2 for contact details.</p> <p>12.3 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows: “Supply of Economy class wines for economy class service - IF/IPC/01/2026”</p>
13. Deadline for Submission of Bid	13.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
14. Late Bid	14.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 12.1 above.

15. Opening of Bids	<p>15.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders at the address, date and time specified in the Data Sheet.</p> <p>15.2 A representative of the bidders may be present and mark its attendance</p> <p>15.3 If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of Security clearance. Refer Section 11, Data sheet, clause 16.2 for contact details</p> <p>15.4 Presence of the Bidder will not necessarily ensure selection of the proposed goods.</p>
F: Evaluation and Comparison of Bid	
16. Clarifications	<p>16.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered.</p> <p>16.2 SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines' email address specified in the Data Sheet.</p>
17. Responsiveness of Bids	<p>17.1 SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.</p>
18. Evaluation of bid	<p>18.1 The items will be subjected to a technical evaluation based on the following criteria:</p> <ul style="list-style-type: none"> I. Compliance for technical and general specifications in Annexure B II. Relevant product testing III. Clientele and client feedback IV. SriLankan Airlines' past experience with the bidders V. Cost per unit and credit terms

<p>19. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.</p>	<p>19.1 SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.</p>
<p>G: Award of Contract</p>	
<p>20. Acceptance of the Bid</p>	<p>20.1 SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.</p>
<p>21. Notification of acceptance</p>	<p>21.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>21.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>21.4 The Contract is extendable for a further period based on mutual agreement under same terms and conditions and supplier performance.</p>

Section II: Data Sheet

ITV Clause Reference	
1.1	<p>The address for submission of quotations & samples is:</p> <p>SriLankan Airlines Limited Commercial Procurement Department (Inflight) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (Please Mention the RFQ number as well)</p> <p>Telephone : +94 (0) 1 9733 2771 / +94744442736</p> <p>Fax : +94 (0) 19733 5225</p> <p>E-mail : wiranga.perera@srilankan.com heshan.p@srilankan.com</p>
5.1	The bidder is not allowed to quote for less than the quantity specified
7.3	Manufacturer's Authorization is required
11.1	<p>Deadline for submission of bids & Samples is on or before 10 March 2026, 1000 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>
13	<p>The quotations shall be opened at the following address:</p> <p>Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p>
16	<p>Other factors that will be considered for evaluation are :</p> <ul style="list-style-type: none"> • Compliance for all required specifications marked as <u>Mandatory</u> in section IV • Credit period provided • Availability of samples for evaluation purpose • Blind tasting of samples • Vendor performance

Section III - Schedule of Requirements

Line Item #	Description of Goods	Capacity	**Estimated quantity of wine cycle (06 months)	Unit of Measurement	Final Destination	Delivery Date
01	Red Wines for Economy Class (New world or Old World)	750 ml	27000	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
02	White Wines for Economy Class (New world or Old World)	750 ml	18000	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement

** Please note that the quantities given above are estimated quantities and would differ depending on passenger loads, flight frequency, destination changes, meal service etc.

Special Notes:

- Contract period- 06 months (May be further extended based on the requirement).
- A wine cycle consists of 01 red wine (New world / old world) and 01 white wine (New world / old world)
- Serving pattern is at the discretion of SriLankan Airlines
- Maximum of 04 labels to be proposed for each wine category.

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

Section IV - Bid Submission Form for EY wines

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of Wines for Economy Class;
- (c) The unit price of our bid is : [insert the individual unit price in words and figures];
 - I. Red Wines (New World / old world) for Economy Class -750ml:
 - a)
 - b)
 - c)
 - d)
 - II. White Wines (New World / old world) for Economy Class -750ml:
 - a)
 - b)
 - c)
 - d)
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Securing Declaration is attached and same is valid for a period of 147 days after the bid submission deadline date.

Signed:

Name:

Date

Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SLA.
- II. In order to ensure continuity of supply of goods/Services to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- III. If the delivered goods are not in accordance with all agreed specifications with SriLankan Airlines, then SriLankan Airlines reserves the right to reject such goods and recover all monies paid.
- IV. Liquidated Damages
 - a. Liquidated damages shall be applied for late deliveries.
 - b. Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.

ANNEXURE A: BID ACKNOWLEDGEMENT FORM

IMPORTANT

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

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

may expect to receive our proposal on or before.

.....
.....

We do not intend to submit a proposal because.

.....
.....

Item	Details
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

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

Signed:
Designation :
Company :
Date :

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

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.
ANNEXURE B - Technical/General Specifications & Compliance form (EY Wines)

Name of the Bidder :

Name of the Principal/ Manufacturer :

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/No)	Remarks
1.	Wine categories Red Wines for Economy Class (New world / old world) White Wines for Economy Class (New world / old world)		
2.	Capacity: 750ml		
3.	Bottle details PET or glass bottles with screw type caps only		
4.	Availability of proposed labels throughout the 06-month period with the possibility of an extension. The proposed labels should be available throughout the 06-month period. *Please note the period may be extended based on the requirement.		
5.	Printing on the bottle 'Specially bottled for SriLankan Airlines – Not for Sale' If print on the label is not possible, you may propose any other suitable option (Sticker etc.)		

Running Number	General Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
6.	<p>Maximum unit price per 750ml bottle USD 3.65</p> <p>(Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</p>		
7.	<p>Maximum number of labels that could be proposed for each wine category. 04 labels (02 samples for each proposed label must be either hand delivered or couriered on DDP Basis)</p>		
8.	<p>Delivery Directly to bulk stores</p>		
9.	<p>Packing</p> <ul style="list-style-type: none"> • 6 or 12 bottles X 01 carton (if differ, please specify clearly) • Cartons should carry separators to minimize damages 		
10.	<p>Carton Marking Item code, quantity per carton to be printed on each carton. (If differ, please specify)</p>		
11.	<p>Number of samples for evaluation Provide 02 bottles from each proposed label (Samples must be either hand delivered or couriered on DDP Basis)</p>		
12.	<p>Confirmation to the clauses in the contract (Please mention your concerns (if any) in remarks column)</p>		
13.	<p>Payment Terms A minimum credit period of 30 days (from the date received) is required for all invoices, covering 100% of the payment.</p>		

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

ANNEXURE C: Price Schedule Form (EY Wines)

Name of the Bidder :

Name of the Principal/ Manufacturer :

Item 1: Red Wines (New world/ old world) for Economy Class -750ml

Estimated quantity for a wine cycle: 27,000 bottles.

Line Item N°	Label	Capacity	Country of Origin	Awards and Accolades (if any)	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Payment Term (A minimum credit period of 30 days (from received date))	Lead Time (Production + Delivery)	Remarks
1					Bottle					
2					Bottle					
3					Bottle					
4					Bottle					

Special Note - Maximum number of labels to be proposed - 04 labels.

- Maximum unit price per bottle of 750ml should be 3.65 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

Bid Validity :

Bid Declaration: Yes/ No (to be attached with the bid)

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

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

Date: [Insert date]

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

ANNEXURE C: Price Schedule Form (EY Wines)

Name of the Bidder :
 Name of the Principal/ Manufacturer :

Item 2: White Wines (New World/old World) for Economy Class -750ml

Estimated Quantity for a wine cycle: 18,000 bottles.

Line Item N°	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Payment Term (A minimum credit period of 30 days (from received date))	Lead Time (Production + Delivery)	Remarks
1						Bottle					
2						Bottle					
3						Bottle					
4						Bottle					

Special Note - Maximum number of labels to be proposed - 04 labels.

- Maximum unit price per bottle of 750ml should be 3.65 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

Bid Validity :.....

Bid Declaration: Yes/ No (to be attached with the bid)

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

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

Date: [Insert Date]

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

Annex D: Bid Securing Declaration

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

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

Name of contract –[insert name]*

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

To: -----[insert the name of the Purchaser (SriLankan Airlines)]*

We, the undersigned, declare that;

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

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

Name *[insert printed or typed name]*

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

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

ANNEXURE E: Non-collusion Declaration

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

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

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

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

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

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

.....
Signature of the Declarant

ANNEXURE 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: Sample Purchase Order

Standard Purchase Order

**SriLankan Airlines Limited
Administration Building
Bandaranaike International Airport
Katunayake,
Sri Lanka**

Type	Standard Purchase Order
Order	
Revision	
Order Date	
Created By	
Revision Date	
Current Buyer	

Supplier:

Ship To: **Srilankan Airlines Limited
Airline Centre
Bulk /Bond Store, BIA
Katunayake, 11450
Sri Lanka**

Bill To: **SriLankan Airlines Limited
Administration Building
Bandaranaike International Airport
Katunayake,
Sri Lanka**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
				Destination		
Confirm To/Telephone				Requester/Deliver To		
				Bulk Store - Main		

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (LKR)	Tax	Amount (LKR)

This is a system generated PO, hence no signature is required.

NOTES TO VENDOR : TERMS AND CONDITIONS

1. **TERMS OF AGREEMENT:** This document together with these terms and conditions, any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference collectively forms the "Purchase Order" (PO) Notwithstanding the foregoing, if a master agreement covering procurement of the goods or service described in the purchase order exists between Supplier/Contractor and SriLankan Airlines, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. **ORDER ACKNOWLEDGEMENT/ACCEPTANCE:** If nothing to the contrary is heard before effecting supplies, it is understood that the order has been accepted by the Supplier/Contractor.

3. **CHANGE IN THE PURCHASE ORDER:** No change or modification of this order or any of its terms or conditions shall be binding upon SriLankan Airlines unless expressly agreed to in writing SriLankan Airlines.

4. **PACKING:** Goods should be properly packed to suit the agreed transport mode to the final destination at no charge to SriLankan Airlines. The purchase order number and the item description as per the packing list should be clearly printed on the outer cover/carton.

5. **DOCUMENTATION (OVERSEAS CONSIGMENTS):** One complete set of documents consisting of packing list & invoice copy quoting the purchase order number should be securely pasted on the outside of the consignment. An original invoice to be sent along with airway bill/bill of lading for custom purposes. The following mandatory information in the English language should be clearly declared on the invoice for processing of customs entries: Commercial Invoice / terms of payment / terms of delivery / country of origin / currency code / item description and submit a health certificate wherever relevant. Failure to comply with required documentation resulting in customs demurrage/storage charges and any other penalty/charges incurred by SriLankan Airlines, will be deducted from the supplier's next invoice due for payment.

6. **DELIVERY:** Time of delivery, performance and quantities specified in this PO are of the essence. Failure of the supplier/ contractor to deliver the good and perform in accordance with the terms and conditions of the PO. SriLankan Airlines' acceptance of deliveries and performance not conforming to the specifications, terms and conditions of the PO shall not constitute a waiver of SriLankan Airlines' rights. Delivery shall not be deemed to be complete until goods and/or services have been actually received and accepted by SriLankan Airlines.

7. **FAILURE TO SUPPLY:** If the Supplier/Contractor fails to deliver the goods or services within the period stipulated for such delivery or at any time repudiates the contract/order before expiry of such period, SriLankan Airlines is entitled to cancel the order and re-purchase items ordered not delivered at the risk and cost of the defaulting Supplier/Contractor.

8. **TITLE, OWNERSHIP AND RISK OF LOSS:** Unless otherwise specified in the PO, and notwithstanding any agreement to pay freight, express or other transportation charges, title to, and risk of loss of or damages to the goods shall not pass to SriLankan Airlines until they actually have been received and accepted by SriLankan Airlines or its authorized agent at the destination indicated in this PO.

9. **ACCEPTANCE:** Goods supplied must be according to specifications and conditions laid down by SriLankan Airlines. SriLankan Airlines shall have the right to inspect and reject any or all of the goods. Rejected material will remain in SriLankan Airlines' stores at suppliers' / contractors' risk and cost. Payments for the goods delivered hereunder shall not constitute acceptance thereof.

10. **WARANTIES:** The supplier/contractor warrants that goods delivered, the packaging, labelling and sorting thereof, any installation, repair and maintenance of goods and any other performance pursuant to this PO will be

- (a) free of infringements of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity.
 - (b) free from defects in material and workmanship;
 - (c) fit for the intended use of SriLankan Airlines.
 - (d) of a grade and performance in conformity with all specifications, designs, drawings, samples, descriptions, instructions and other items referred to in this PO.
- The supplier / contractor warrants that any services to be performed by the supplier/ contractor hereunder will be performed by the supplier/ contractor, as an independent contractor, in a good and workmanlike manner. The supplier/ contractor agrees to replace/repair/correct properly the defects in any goods or services not conforming to the foregoing free of charge to SriLankan Airlines. If the supplier/ contractor fails to correct and replace nonconforming goods or services properly, SriLankan Airlines may after notice to the supplier/ contractor make such corrections at the suppliers'/ contractors' expense.

11. **INSURANCE:** The supplier/ contractor and any sub-contractor used by the supplier/ contractor in connection with this PO must carry Comprehensive General Liability Insurance. At SriLankan Airlines' request, the supplier/ contractor must provide certificates from the suppliers' / contractors' insurers showing that such coverage is in effect and agreeing to give SriLankan Airlines thirty (30) days prior notice of cancellation of the coverage. SriLankan Airlines may require minimum liability coverage depending on circumstances.

12. **INVOICING:** The original signed invoice along with proof of dispatch must be forwarded to Payments Manager, SriLankan Airlines Ltd., Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.

13. **ADVANCE PAYMENT:** If SriLankan Airlines make an advance payment to the supplier/contractor, and the supplier/contractor fails, neglects and or delays to make the delivery in accordance with this PO, fails and or neglects to comply with the terms and conditions of this PO, and or SriLankan Airlines does not accept the goods delivered, the supplier/contractor shall immediately, upon request of SriLankan Airlines, refund the advance payments to SriLankan Airlines, and additionally, SriLankan Airlines shall be entitled to one or more remedies given below:

- (a) SriLankan Airlines shall be entitled to claim the entire performance guarantee, if a performance guarantee has been provided by the supplier/contractor.
- (b) SriLankan Airlines shall be entitled to withhold any payment to the supplier/contractor under any other agreement and or purchase order with the supplier/contractor or any of its subsidiaries, affiliates, agents, and sub-contractors.
- (c) Take any other action, remedy available to SriLankan Airlines by virtue of law including and in addition to, charging liquidated damages in the amount 5% of the entire value of goods per each day of delay or failure to deliver to the satisfaction of SriLankan Airlines.
- (d) To blacklist the supplier/contractor, any of its subsidiaries, affiliates, sub-contractors and or agents at the sole discretion of SriLankan Airlines.

14. **EXCESS/WRONG SHIPMENT:** The Supplier/Contractor will be responsible for expenses incurred by way of customs duties/shipment charges/packing etc in respect of excess/incorrect shipments.

15. INDEMNIFICATION: Except for damages caused by the gross negligence or willful misconduct of SriLankan Airlines, the supplier/ contractor shall defend, indemnify and hold SriLankan Airlines harmless from all claims, actions, demands, loss and cases of action arising from injury including death to any person or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the supplier/ contractor associated with the shipping of goods or services under the PO.

16. GOVERNING LAW: This PO shall be governed by the laws of Sri Lanka and will be subject to jurisdiction of the Courts of Sri Lanka.