Invitation of Quotations

For

Procurement of Cognac for Business Class Service

Contract No : 202632122

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1. SriLankan Airlines invites you to submit a quotation as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. SriLankan Airlines may not consider you for inviting quotations in the future, if you fail to acknowledge the receipt of this invitation or not submit a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below: • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV- Quotation Submission Form • Section V-General Conditions • Section VI. Technical Specifications & Compliance with Specifications • Section VII. Price Schedule • Section VIII. Manufacturer's Authorization (If applicable only)
C: Preparation of Quotation	
3. Documents Comprising your Quotation	3.1. The Quotation shall comprise the following: a) Quotation Submission Form (Section IV) b) Compliance with Specifications (Section V) c) Price Schedule (Section VI) d) Manufacturer's Authorization (Section VIII) – If applicable only e) A list of current clientele for the product proposed f) Food safety management system certifications ,if any g) Allergen information according to EU/1169/2011 legislation for the product proposed h) Quality Assurance Certificates/ test reports obtained for the product from a recognized institution within the last 6 months
4. Quotation Submission Form and Price Schedules	4.1. The vendor shall submit the Quotation Submission Form using the form furnished Section V. This form must be completed without any alterations to its format, and no subtitles shall be accepted. All blank spaces shall be filled in with the information requested. **4.2. Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.**
5. Prices and Discounts	5.1. Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. 5.2. The Price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.

	5.3. The applicable VAT & any other taxes shall be indicated separately. (Applicable only to quotations submitted in Sri Lanka Rupees –LKR) 5.4. Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1. The vendors shall quote in foreign currency or in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	7.1. The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications". 7.2. The documentary evidence may be in the form of literature, drawings or data, and detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given. 7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.
8. Period of Validity of quotation	8.1. Quotations shall remain valid for the period of Ninety (90) days after the quotation submission deadline date.
9. Bid Security Declaration (Mandatory)	9.1. The bidder shall furnish as part of its bid,a bid security declaration using form included in Annexture D.
10. Format and Signing of Quotation	10.1. The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.
11. Samples	11.1. **Samples (02 bottles)** to be provided for evaluation. 11.2. All charges in connection with the forwarding of the samples should be born by the bidders 11.3. Bids without proper samples/unidentifiable samples will be subject to rejection
D: Submission and Opening of Quotation	
12. Submission of Quotation	12.1. Vendors may submit their quotations only to the following secure E-mail address **inflightproc@srilankan.com** bearing the specific identification of the contract number & item description. Upon successful submission of bid, vendor will receive an auto generated acknowledgement E-mail certifying the proper delivery of the bid. If the acknowledgement E-mail is not received, please contact SriLankan Airlines (Refer Clause 1.1 in Section II) 12.2. The quotation should not be copied to any staff at SriLankan Airlines under any circumstance. 12.3. Ensure to include all the documents necessary a) Quotation Submission Form (Section IV) b) Compliance with Specifications (Section VI)

	c) Price Schedule (Section VII) d) Manufacturer's Authorization (Section VIII) – If applicable only e) A list of current clientele for the product proposed f) Food safety management system certifications ,if any g) Allergen information according to EU/1169/2011 legislation for the product proposed h) Quality Assurance Certificates/ test reports obtained for the product from a recognized institution within the last 6 months
13. Deadline for Submission of Quotation	13.1. Quotation must be received by SriLankan Airlines at the E-mail address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
14. Late Quotation	14.1. SriLankan Airlines shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.
15. Opening of Quotations	15.1. The quotation will be opened by SriLankan Airlines. 15.2. A representative from financial division will open & certify the quotations received by the deadline given in section II.
E: Evaluation and Comparison of Quotation	
16. Clarifications	16.1. To assist in the examination, evaluation and comparison of the quotations, SriLankan Airlines may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by SriLankan Airlines shall not be considered. 16.2. SriLankan Airline's request for clarification and the response shall be in writing.
17. Responsiveness of Quotations	17.1. SriLankan Airlines will determine the responsiveness of the quotation to the document based on the contents of the quotation received. 17.2. If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.
18. Evaluation of quotation	18.1. SriLankan Airlines shall evaluate each quotation that has been determined, to be substantially responsive. 18.2. To evaluate a quotation, SriLankan Airlines may consider the following: a) the Price as quoted; b) price adjustment for correction of arithmetical errors; c) price adjustment due to discounts offered. 18.3. SriLankan Airline's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics of the product, suitability of the product for on-board use, product quality, product performance, vendor performance and terms and conditions of purchase of the Goods.

19. Purchaser's right to accept any quotation, and to reject any or all quotations	19.1. SriLankan Airlines reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.
F: Award of Contract	
20. Acceptance of the Quotation	20.1. SriLankan Airlines will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
21. Notification of acceptance	21.1. Prior to the expiration of the period of validity of quotation, SriLankan Airlines will notify the successful vendor, in writing that its quotation has been accepted.
22. Performance Bond	22.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of 10% of the total value of the contract, using the Performance Security Form included in Annexure E. 22.2 The performance security shall be an unconditional, irrevocale, on 2demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter. 22.3 Failure of the successful Bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily. determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.
	G: Termination of Contract
23.Termination of Contract	23.1 SriLankan Airlines may terminate the contract at any time, without assigning any reasons whatsoever, by giving the Contractor 60 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 60 days' notice period. 23.2 SriLankan Airlines may terminate the contract forthwith in writing in the event the Contractor does not: a) provide the Goods at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to the contract; b) comply with the requirements and/or notices of SriLankan Airlines; and/or c) perform, fails or is failing in the performance of any of its obligations under the contract. 23.3 Subject to Clause 20.2 hereof, either party shall have the right to terminate the contract forthwith at any time by giving written notice to the other upon the happening of any of the following events: a) if the other party is in breach of any of the terms or conditions of the contract and fails to rectify same within 30 days of the written notice of

	the breach to the defaulting party or immediately, if the breach is incapable of remedy; b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade. e) disruption to the performance of the contract for a period of more than 60 days due to force majeure event. 23.4 Expiration or termination of the contract pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party. 23.5 On termination of this contract the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under the contract) for Goods duly provided in accordance with the terms of the contract. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of the contract. 23.6 In the event SriLankan Airlines terminates the contract in whole or in part, pursuant to 20.2 a), b) or c) of the contract, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, goods, as the case may be, similar to those undelivered under the contract, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar goods procured by SriLankan Airlines. However, the Contractor shall continue performance of the contract to the extent not terminated herein.
	H: Extension of Contract
24. Extension of Contract	24.1 Parties may extend the Term of the contract upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of the contract; provided however that such extension shall be subject to the Contractor's satisfactory performance of the contract decided at the sole discretion of SriLankan Airlines.
	I: Non Performance
25. Non Performance	25.1 Delayed delivery- If the Contractor delays the delivery of Goods for more than 05 days from the original delivery date set forth in the Purchase Order, the Contractor shall pay 1% of the invoice value of a shipment for each day of delay commencing from the delivery date up to a maximum of 30 delayed days. 25.2 Non-compliance or Breach of contract- If the event of any occurrence of any non-compliance of the requirements of the contract if any of the shipments do not confirm to the specifications, the Contractor will be charged per shipment value as

	liquidated damages not as a penalty for each occurrence of non-compliance by the Contractor of requirements under the contract or breach of the contract. 25.3 SriLankan Airlines shall at its discretion have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under the contract.

Section II: Data Sheet

ITV Clause Reference	
1.1	SriLankan Airlines contact details Mailing address : SriLankan Airlines Limited Commercial Procurement Department (Inflight) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone : +94 (0) 1 9733 2873/2648 Fax : +94 (0) 19733 5225 E-mail : Wiranga.perera@srilankan.com nadeeka.mudannayake@srilankan.com
5.1	The bidder is not allowed to quote for less than the quantity specified
7.3	Manufacturer's Authorization is /is not required
8.1	Samples to be delivered on DDP basis **(Destination Duty Paid)** to: Commercial Procurement Manager (In-flight) Commercial Procurement Department SriLankan Airlines Ltd. Airline Centre B.I.A, Katunayake SRI LANKA
11.1	Secured E-mail address for submission of quotations : **inflightproc@srilankan.com** Deadline for submission of quotations is before **1000 hours Sri Lankan time (GMT + 5:30 Time Zone) on 01st December 2026**
13	The quotations shall be opened at the following address: Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
14	**Deadline for submission of samples is on or before 01st December 2026.** Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver samples

16	Other factors that will be considered for evaluation are : • Compliance for all required specifications marked as Mandatory in section IV • Credit period provided • Availability of samples for evaluation purpose • Blind tasting/testing of samples • Vendor performance

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Section III: Schedule of Requirements

Line Item Nº	Description of Goods	Estimated Quantity For 02 years**	Unit of Measurement	Final Destination	Latest Delivery Date
1.	Cognac for Business Class	1,500	Bottle	For foreign suppliers : Will be based on offered delivery term For local suppliers: Bulk stores - Katunayake	As per Purchase Order/purchase release

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

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Section IV

Quotation Submission Form (Mandatory)

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

Date:

To: SriLankan Airlines Limited

We, the undersigned, declare that:

a) We have examined and have no reservations to the document issued;

b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods *[insert a brief description of the Goods];*

c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure];*

d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

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

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

Date:

Section V – General Conditions

I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Airlines.

II. SriLankan Airlines would carry out unannounced factory inspections during evaluation stage and during the contract period if deemed necessary and applicable.

III. 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.

IV. 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.

V. Please state whether your company has appointed a local agent for SriLankan Airlines (applicable only for foreign bidders), for supply & delivery of goods and services specified in this bid exercise. If so please submit a separate bidder information form including the information of local agent.

VI. Liquidated Damages

a. Liquidated damages shall be applied for late deliveries.
b. Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.

VII. SriLankan Airlines has the discretion to award the tender in full, part or cancel the tender or award the tender to a single bidder or several bidders.

VIII. Please note that the quantities are estimated and would differ depending on passenger loads, flight frequency, destination changes, etc.

ANNEXURE A: BID ACKNOWLEDGEMENT FORM

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.

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Section VI: Technical Specification & Compliance

Name of the Bidder : .....

Name of the Principal (if any) : .....

Name of the Manufacturer (if any): .....

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/No)	If 'No' comments/any other remarks
1	**Label** Please offer all cognac XO labels available in your portfolio, suitable for Business Class service		
2	**Capacity** Business Class -700 ml-750 ml		
3	**Bottle material** Glass		
4	**Bottle height** Less than 300mm		
5	**Alcohol Percentage** Please indicate clearly the alcohol percentage by volume in remarks column for information		
6	**Print on label** 'Not for Sale' & 'For SriLankan Airlines Inflight Service' to be printed on the label of the bottle. If printing on the label is not possible, a sticker or any other suitable option (that cannot be tampered) could be proposed		
7	**Packaging** Please specify in remarks column		

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/No)	If 'No' comments/any other remarks
	➢ Cartons should be suitable for sea freighting ➢ Consignments should be palletized and stretch wrapped for safety and to avoid pilferage ➢ Separators to be used to avoid breakages when shipping		
8	**Delivery** Local bidders-Monthly deliveries to Bulk store Katunayake Foreign bidders-Minimum of 3 deliveries per annum		
9	**Carton Marking** Item code, quantity per carton to be printed on each carton		
10	**Confirmation to provide the performance bond** Equivalent to 10% of the total estimated cost of the Procurement Exercise		
11	Confirmation to the clauses in the contract		
12	**Payment Term** A minimum credit period of 30 days is required for all invoices,covering 100% of the payment.		

Signature: …….. *[signature of person signing the Bid]*

Name & Designation: ……*[Name and designation of person signing the Bid with frank]*

Date : …… *[insert date]*

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Section VII

Price Schedule

Name of the Bidder : .....

Name of the Principal (if any) : .....

Name of the Manufacturer (if any) : .....

1	2	3	4	5	6	7		8		9	10	11
Line Item Nº	Description of Goods	Country of Origin/ manufacture	Estimated Quantity for 02 years	Unit of Measurement	Currency	Unit Price (For local bidders)		Unit Price** (For foreign bidders)		Payment Term	Lead time (Manufacturing and delivery)	Remarks
						Duty free price in foreign currency if applicable*	Duty paid price (Exc.VAT)	FCA	CFR-CMB			
	Total											

Notes :

* Please mention the unit price excluding the Excise Duty

** Please mention the incoterm (FCA/CFR) with relevant port for the quoted price (foreign suppliers only)

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

Name & Designation: .....*[Name and 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 D: Bid Securing Declaration (Mandatory)

*[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 thast, 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.

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 patterns 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 (Mandatory)

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.

ANNEXURE F : Performance Bond (Mandatory)

[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 ----,22 .. [Insert date,28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

_____

[Signature]

ANNEXURE G: 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				

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Section VIII

Manufacturer's Authorization (If applicable)

[If required under ITV clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated].

Date:

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 quotation 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 supply the goods.

We hereby extend our full guarantee and warranty, 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 _____, _____ *[insert date of signing]*

Sample Purchase Order

Busi. Regis. No: PB 67

PURCHASE ORDER

SRILANKAN AIRLINES LIMITED
Commercial Procurement Dept.,
GSE Procurement Section
Airline Centre
Katunayake, Sri Lanka
TEL: NO: 0094 (0) 19733 2721/2734/2829
FAX:NO: 0094 (0) 19733 5276

TO :

SHIP TO:

FREIGHT FORWARDER'S CONTACT/ADDRESS

PURCHASE/WORKS ORDER NO	DATE	RFQ NUMBER	CURR	PAYMENT TERMS

The Purchase/Works order number must be indicated on all invoices, correspondence and consignments.

SL NO	ITEM CODE/DESCRIPTION	UOM	QTY	UNIT PRICE	AMOUNT

Invoices should be sent to: **Payments Manager, SriLankan Airlines Ltd., Administration Building, B.I.A., Katunayake, Sri Lanka.**
Other instructions and annexures overleaf

G.S.T.
D.L.
Other Taxes

Amount (in words):

TOTAL VALUE

Special Instructions:

This Purchase Order, including all terms and conditions with which it is issued, is accepted.
FOR :
TITLE :

SIGNATURE : **DATE:**

.....

FOR SRILANKAN AIRLINES LIMITED

R2625010

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 ACKNOWLDGEMENT/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' 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 notconfirming 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/ contactor 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 backlist 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.

Annexure H: Vendor Information Form

VENDOR INFORMATION FORM

(To be filled by the vendor)

<table>
<tr><td colspan="2">Section A – Basic information of the vendor</td></tr>
<tr><td colspan="2">1. Registered Name of the Vendor :</td></tr>
<tr><td colspan="2">2. Date of Incorporation:</td></tr>
<tr><td colspan="2">3. Country of Incorporation:</td></tr>
<tr><td>4. Nature of business :</td><td>5. Company type :</td></tr>
<tr><td>6. Telephone & Fax numbers :
Tel: Fax:</td><td>7. E-mail address :</td></tr>
<tr><td colspan="2">8. Registered address :</td></tr>
<tr><td colspan="2">9. Other contact details (if any) :</td></tr>
</table>

10. Registered Name and address of local agent (if any)	
Section B – *Details of Directors, Shareholders and related parties*	
1. Name(s) of Directors	
2. Name(s) of Shareholders	

3. If the Shareholders are incorporated entities, please state the shareholders of such entities	
4. If the Shareholders are equity funds, please state the owners of such funds	
5. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
6. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
7. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

***Please note that the copies of passports and proof of residence of the above mentioned Shareholders / Directors / Owners of funds shall be submitted by the vendor upon the request 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 nbe incorrect.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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