



**INVITATION FOR SUBMISSION OF BIDS FOR THE
SUPPLY OF FRUIT JUICES FOR ON-BOARD SERVICE REFERENCE NO:
202430462**

**CHAIRMAN
MINISTRY PROCUREMENT COMMITTEE**

ON BEHALF OF

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

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	1.1 SriLankan Airlines invites you to submit a bid for the Supply of Fruit Juices for On-Board Service as specified in Section III - Schedule of Requirements. 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.
B: Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below: <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Sections IV. Bid Submission Form• Section V. General Conditions• Annexure A: Bid Acknowledgement Form• Annexure B: Technical/General Specifications & Compliance form• Annexure C: Price Schedule Form• Annexure D: Bid Securing Declaration Form• Annex E: Performance Bond• Annexure F: Clientele Information Form• Annexure G: Sample Contract• Annexure H: Vendor Information Form

	C: Preparation of Bid
3. Mandatory Documents Comprising Your Bid	3.1 The document shall comprise the following: <ul style="list-style-type: none"> • Section IV: Bid Submission Form • Annexure B: Technical/General Specifications & Compliance Form • Annexure C: Price Schedule Form • Annexure D: Bid Securing Declaration Form • Annexure F: Clientele Information Form • Annexure H: Vendor Information Form
4. Bid Submission Form and Technical/General Specifications & Compliance form	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced (Best and final prices) separately in the Price Schedule Form. 5.2 The prices to be quoted in the Bid Submission Form shall be the best and final unit prices of the Bid. 5.3 Best and final prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The Bidders shall quote in foreign currency or in Sri Lanka Rupees. The prevailing selling rates published by the Central Bank of Sri Lanka on the date of bid opening will be considered for evaluation purposes.

7. Documents to Establish Conformity of the Goods	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> - Locally/Internationally recognized food safety/ quality certifications obtained by the manufacturing entity (e.g.: ISO 22000, HACCP, BRC etc.) valid at the time of bid submission - Certificate of analysis including chemical, physical and microbiological parameters: Minimum of 01 certificate obtained within the last 12 months for the products concerned from an accredited laboratory - Allergen information for each product proposed, according to EU 1169/2011 legislation.
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 Please courier/forward 03 samples of each proposed product on DDP (Destination Duty Paid) basis (Latest Incoterms) along with the bid. All charges in connection with the forwarding of the samples shall be borne by the bidders.</p> <p>11.2 It is advised to forward the bids and samples separately to avoid any delays in receiving the bid on time for the public opening.</p> <p>11.3 It is advised to forward the bids and samples well in advance to the bid closing date and time.</p> <p>11.4 Bids without proper samples/ unidentifiable samples will be subject to rejection.</p> <p>11.5 If any bidder wishes to hand deliver samples, please contact Sri Lankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Data sheet, clause 15.2 for contact details.</p>
E: Submission and Opening of Bid	

12. Submission of Bid	<p align="center">"Supply of Fruit Juices for On-Board Service - 202430462"</p> <p>12.1 Bidders shall submit their bids by email to the password protected email address: inflightproc@srilankan.com</p> <p>12.2 The subject of the email shall bear the specific identification of this bid exercise as indicated follows: "Supply of Fruit Juices for On-Board Service - 202430462"</p> <p>12.3 It is advised to forward the bids and samples separately to avoid any delays in receiving the bid on time for the public opening.</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 Clauses 12 and 13 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 II, Data sheet, clause 15.2 for contact details</p> <p>15.4 Presence of the Bidder, will not necessarily ensure selection of theproposed 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> <p>Evaluation Criteria</p> <ul style="list-style-type: none"> I. Compliance for technical and general specifications in Annexure B II. 'Blind' tasting of samples III. Relevant product testing to check suitability for on board use IV. Clientele and client feedback V. SriLankan Airlines' past experience with the bidders VI. Cost per unit and favorable credit terms
19. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	<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>
G: Award of Contract	
20. Acceptance of the Bid	<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>
21.Notification of acceptance	<p>21.1 SriLankan Airlines will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>21.2 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.</p> <p>21.3 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.4 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p>

<p>22. Performance Bond</p>	<p>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.</p> <p>22.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>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.</p>
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Section II: Data Sheet

ITB Clause Reference	
<p>12.1</p>	<p>The email address for submission of Bids is: Attention : Senior Manager Commercial Procurement Email address : inflightproc@srilankan.com Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver samples/participate for bid opening.</p>

13.1	<p>Deadline for submission of bids is on or before 10.00 hrs on 24th September 2024, Sri Lankan Time (GMT +5:30)</p> <p>Deadline for submission of samples on or before 16.00 hrs on 1st October 2024.Sri Lankan Time (GMT +5:30)</p>
14.1	<p>Opening of bids on 10.15 hrs on 24th September Sri Lankan Time (GMT +5:30)</p>
15.1	<p><u>For Clarification/ handing over and samples/participating for bid opening:</u></p> <p>Telephone: +94 (0) 19733 2870/2777</p> <p>E mail address: harenis@srilankan.com/ sampath.sudasinghe@srilankan.com;</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver samples/participate for bid opening.</p> <p>An online meeting will be organized for the bid opening and 1 representative per bidder shall join the meeting. Please submit 1 email address to join the meeting 1 day in advance for the bid opening.</p>

Section III – Schedule of Requirements

Line Item #	Description of Goods	**Estimated quantity for a period of 03 years	Unit of Measurement	Final Destination	Delivery Date
01	Apple Juice (01 Litre)	828,000	01 Litre Tetra pack	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
02	Orange Juice (01 Litre)	720,000	01 Litre Tetra pack	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
03	Tomato Juice (01 Litre)	54,000	01 Litre Tetra pack	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
04	Apple Juice (200ml)	126,000	200 ml Tetra pack	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
05	Orange Juice (200ml)	126,000	200 ml Tetra pack	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement

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

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.

Section IV - Bid Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of Supply of Fruit Juices for On-Board Service
- (c) The unit price of our bid is: [insert the individual unit price in words and figures];

Ready to serve Apple Juice	(01 Litre) - 828,000 QTY:....
Ready to serve Orange Juice	(01 Litre) - 720,000 QTY:....
Ready to serve Tomato Juice	(01 Litre) - 54,000 QTY:....
Ready to serve Apple Juice	(200 ml) - 126,000 QTY:....
Ready to serve Orange Juice	(200 ml) - 126,000 QTY:....

- (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 :

Designation :

Company :

(Commercial and the Registered name)

Date:

Section V - Conditions of Contract

Table of Clauses	
1.	Definitions
2.	Contract Documents
3.	Fraud and Corruption
4.	Interpretation
5.	Language
6.	Joint Venture, Consortium or Association.
7.	Eligibility
8.	Notices
9.	Governing Law
10.	Settlement of Disputes
11.	Scope of Supply
12.	Delivery and Documents
13.	Supplier's Responsibilities
14.	Contract Price
15.	Terms of Payment
16.	Taxes and Duties
17.	Performance Security
18.	Confidential Information
19.	Subcontracting
20.	Specifications and Standards
21.	Packing and Documents
22.	Insurance
23.	Transportation
24.	Inspections and Tests
25.	Liquidated Damages
26.	Limitation of Liability
27.	Change in Laws and Regulations
28.	Force Majeure
29.	Change Orders and Contract Amendments
30.	Extensions of Time
31.	Termination
32.	Assignment
33.	Public Contract Act No.03 of 1987

Section V - Condition of Contract (CC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a. **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.
- c. **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. **"Day"** means calendar day.
- e. **"Completion"** means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. **"CC"** means the Conditions of Contract.
- g. **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- h. **"Purchaser"** means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- i. **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j. **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- k. **"Supplier"** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- l. **"The Project Site,"** where applicable, means the place named in the Contract Data.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a. **"corrupt practice"** means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b. **"fraudulent practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c. **"collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and

- d. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in **English language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an **accurate translation** of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier **shall bear all costs of translation** to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 Refer to **Contract Data**

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the **Laws of the Democratic Socialist Republic of Sri Lanka.**

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after **twenty-eight (28) days**, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the **Arbitration Act No: 11 of 1995 of the Democratic Socialist Republic of Sri Lanka.** Arbitration shall be carried out in Colombo, Sri Lanka, in the English Language.

10.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to **CC Sub-Clause 32.1**, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the **Schedule of Requirements**. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with **CC Clause 11**, and the Delivery and Completion Schedule, as per **CC Clause 12**.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

15.1 Contract Price, shall be paid as specified in the **Contract Data**.

15.2 Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to **CC Clause 12** and upon fulfillment of all other obligations stipulated in the Contract.

15.3 nts shall be made promptly by the Purchaser, but in no case later than **Sixty (60) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to Country of the Purchaser. The taxes, duties incurred in the country of the purchaser shall be borne by the purchaser.

17. Performance Security

17.1 If required as specified in the **Contract Data**, the Supplier shall, within **Fourteen (14) days** of the notification of contract award, provide a performance security of **Ten percent (10%) of the Contract Price** for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the **Contract Data**, the Performance Security, shall be in LKR, USD, GBP, EUR or SGD and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.

17.4 The **Performance Security** shall be discharged by the Purchaser and **returned** to the Supplier not later than **Twenty-Eight (28) days** following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Confidential Information

18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under **CC Clause 18**.

18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

18.3 The above provisions of **CC Clause 18** shall not in any way modify any under taking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

18.4 The provisions of **CC Clause 18** shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

19.2 Subcontracts shall comply with the provisions of **CC Clauses 3 and 7**.

20. Specifications and Standards

20.1 Technical Specifications

- a. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in **Section V Schedule of Requirements**.
- b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. Where ever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with **CC Clause 31**.

21. Packing and Documents

- 21.1** The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

22. Insurance

- 22.1** Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery

23. Transportation

- 23.1** Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

24. Inspections and Tests

- 24.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 24.2** The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to **CC Sub-Clause 24.3**, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 24.3** The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in **CC Sub-Clause 24.2**,
- 24.4** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 24.5** The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the

progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 24.6** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 24.7** The Purchaser may reject any Goods or any part thereof that fail to pass any test and /or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, up on giving a notice pursuant to **CC Sub-Clause 24.4**.
- 24.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to **CC Sub-Clause 24.6**, shall release the Supplier from any warranties or other obligations under the Contract.

25. Liquidated Damages

- 25.1** Except as provided under **CC Clause 35**, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to **CC Clause 33**.

26. Limitation of Liability

- 26.1** Except in cases of criminal negligence or willful misconduct,
- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

27. Change in Laws and Regulations

- 27.1** Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **CC Clause 14**.

28. Force Majeure

- 28.1** The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 28.2** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 28.3** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Change Orders and Contract Amendments

- 29.1** The Purchaser may at any time order the Supplier through notice in accordance **CC Clause 8**, to make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. the Related Services to be provided by the Supplier.
- 29.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery /Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within **Twenty-Eight (28) days** from the date of the Supplier's receipt of the Purchaser's change order.
- 29.3** Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 29.4** Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

30. Extensions of Time

- 30.1** If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to **CC Clause 12**, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 30.2** Except in case of Force Majeure, as provided under **CC Clause 27**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **CC Clause 25**, unless an extension of time is agreed up on, pursuant to **CC Sub-Clause 33.1**.

31. Termination

31.1 Termination for Default

- a. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to **CC Clause 33**;
 - ii. if the Supplier fails to perform any other obligation under the Contract; or
 - iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in **CC Clause 3**, in competing for origin executing the Contract.
- b. In the event the Purchaser terminates the Contract in whole or in part, pursuant to **CC Clause 34.1(a)**, the Purchaser may procure, up on such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

31.2 Termination for Insolvency

- a. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

31.3 Termination for Convenience

- a. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date up on which such termination becomes effective.
- b. The Goods that are complete and ready for shipment within **Twenty-Eight (28) days after the Supplier's receipt of notice** of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32. Assignment

- 32.1** neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

33. Contract Act No.03 of 1987

33.1 ; shall comply with the provision of **Public Contract Act. No.03 of 1987** and the regulation made there under. Under this act Local Agent who represent foreign principals should register themselves under the Public Contract Act No.03 of 198 if the value of any tender they intended to take part exceed Rupees **Five Million (5,000,000/-)** and shall submit the relevant PCA form with the offer.

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. Quality Assurance report from a recognized institution would be required to be submitted with each delivery.
- IX. Please note that the quantities are estimated and would differ depending on passenger Loads, flight frequency, destination changes, etc.

ANNEXURE A: Bid Acknowledgement Form

IMPORTANT

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to bid closing date.

Invitation for submission of bids for the Supply of Fruit Juices for On-Board Service, reference no: **202430462** is hereby acknowledged

You may expect to receive our bid on or before
.....

We do not intend to submit a bid because
.....
.....
.....

Signed :

Name :

Designation :

Company :
(Commercial and the Registered name)

Date :

ANNEXURE B - Technical/General Specifications & Compliance form

Name of the Bidder :
 (Commercial and the Registered name)

Name of the Principal/ Manufacturer :
 (Commercial and the Registered name)

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
1.	Products a) Apple Juice in Tetra Packs (01 Litre) b) Orange Juice in Tetra Packs(01 Litre) c) Tomato Juice in Tetra Packs(01 Litre) d) Apple Juice in Tetra Packs - 200 ml e) Orange Juice in Tetra Packs - 200 ml		
2.	Capacity - 1 Litre - 200 ml		
3.	Type of container Tetra packs <ul style="list-style-type: none"> • should be properly sealed to avoid leakages • Should withstand pressure during handling, transportation and cabin pressure variances during the flight etc. 		
4.	Opening of tetra packs <ul style="list-style-type: none"> • It is very important that the tetra pack could be opened without spillage and difficulty. • Please specify the method of opening in remarks column 		

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
5.	Ingredients (For Information) Please specify the list of ingredients in remarks column		
6.	Product Composition <ul style="list-style-type: none"> a) Should be 100% natural No artificial flavours/colours should be added b) No added sweeteners c) Please specify water and fruit juice/fruit concentrate composition in remarks column (for information) 		
7.	Brand Name (For information) Please specify in remarks column		
8.	Country of Manufacture (For information) Please specify in remarks column		
9.	Product Quality <ul style="list-style-type: none"> a) Manufacturing entity should have at least one internationally recognized food safety/quality certification (e.g.: ISO 22000, HACCP, BRC etc.), valid at the time of bid submission b) Please specify the certification name and expiry date in remarks column (Attach a copy of the certificate to the bid) c) Chemical, physical and microbiological parameters of the product should be in accordance with internationally recognized standards for ready to serve fruit juice category. d) Minimum of 01 certificate of analysis including chemical, physical and microbiological parameters obtained within the last 12 months for the products 		

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
	<p>concerned from an accredited laboratory should be attached to the bid (Please specify)</p> <p>e) Product quality certificate to be provided with each delivery</p>		
10.	<p>Shelf Life of the product (for Information) Please specify shelf life of the product</p>		
11.	<p>Remaining Unexpired Shelf life of the product at receipt to the port should be: Minimum 06 months of the unexpired shelf life and 60% (GOSL requirement) of total shelf life of the product at the time of receipt to the port.</p>		
12.	<p>In the event a Minimum Order Quantity (MOQ) is introduced, SriLankan Airlines reserves the right to further increase the above given minimum unexpired shelf-Life requirement of 06 months and 60% of the total expired shelf life (GOSL requirement) at the time of receipt of the product to the port, based on the delivery lead time, estimated SLA usage per month and the *storage capacity. Please confirm acceptance.</p> <p>We will be adopting the following formula when calculating the minimum remaining shelf-life requirement if MOQs are introduced.</p> $\text{Unexpired Shelf-Life (months)} = \frac{\text{MOQ (units)}}{\text{Estimated SLA usage per month}} + \text{Delivery Lead Time (months)}$ <p>- Subject to meeting the minimum of 06-month unexpired shelf life.</p> <p>* Approximate storage capacity of fruit juice at SriLankan Airlines bulk stores - 60,000 QTY (11 cartons)</p>		

13.	Print on Tetra Pack Following should be clearly printed on the tetra packs: <ul style="list-style-type: none">• Brand name• Name and address of the manufacturer• Net contents• Batch code• Date of manufacture• Date of expiry• Ingredients• Nutrition information		
-----	--	--	--

Running Number	General Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
1.	Packing 12 tetra packs x 01 carton (If differ please specify)Cartons should be suitable for sea freighting Cartons should be palletized and stretch wrapped with extra precautions (to avoid damages during transportation and handling) Please advise the number of tetra packs per 20-footer and 40-footer container		
2.	Carton Printing Item code, quantity per carton, best before date and batch code to be printed on each carton. (If differ, please specify)		
3.	Deliveries Abilibility deliver on staggered basis (As and when required)		
4.	Confirmation to the clauses in the contract (Please mention your concerns (if any) in remarks column)		
5.	Confirmation to provide the Performance Bond (Equivalent to 10% of the total estimated cost of the tender)		
6.	Ability to provide alternative arrangements to maintain an undisrupted supply		
Running Number	General Specifications (Non-Mandatory)	Bidder's Response (Yes/ No)	Remarks
1.	Order Cancellation Policy (Please specify)		
2.	Storage Conditions (Please specify)		

ANNEXURE C: Price Schedule Form

Name of the Bidder (Commercial and the Registered name) :

Name of the Principal/ Manufacturer (Commercial and the Registered name) :

Line Item N°	Description of Goods	Estimated Quantity for a period of 03 years	Unit of Measure	Country of Origin/ manufacture	Local Bidders	Foreign Bidders		Payment Term 60 Days credit from the date of invoice	Lead Time (Production + Delivery)	Remarks
					Unit price (Duty free price if applicable) * (Delivery to SriLankan airlines bulk store, Katunayake)	Unit price (CFR CMB)	Unit price (FCA)			
1	Ready to Serve Apple Juice (01 Litre)	828,000	01 Litre Tetra Packs							
2	Ready to Serve Orange Juice (01 Litre)	720,000	01 Litre Tetra Packs							
3	Ready to Serve Tomato Juice (01 Litre)	54,000	01 Litre Tetra Packs							
4	Ready to Serve Apple Juice (200ml)	126,000	200ml							
5	Ready to Serve Orange Juice (200ml)	126,000	200ml							

Payment Term - 60 days credit from the date of invoice. **PLEASE SUBMIT YOUR BEST AND FINAL OFFER.**

***SriLankan airlines being a BOI registered company, bidders may use duty free facility during the clearing process.**

Bid Validity:

Bid Declaration: Attached/ not attached (to be attached with the bid) Name [Name of person signing 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 YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID SHALL BE REJECTED

ANNEXURE 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 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]

Company :

[Commercial and the Registered name]

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 ----,24..[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 F: Clientele Information Form

*** Please provide information on clientele during the past 03 years only**

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

Annexure G: Sample Contract

The Agreement for Provision of Goods (hereinafter referred to as "Agreement") is made and entered into on this ____ day of May 2024

Between;

SRILANKAN AIRLINES LIMITED a company incorporated in Sri Lanka (Company Registration PB 67) and having its registered office at "Airline Centre", Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter called and referred to as "SriLankan Airlines" which term or expression shall where the context so requires or admits mean and include the said SriLankan Airlines Limited, its successors, assignees and representatives) of the One Part;

And

_____ a company incorporated in _____ (Company Registration No. _____) and having its registered office at _____ (hereinafter called and referred to as the "Contractor" which term or expression shall where the context so requires or admits mean and include the said _____ its successors, assignees and representatives) of the Other Part.

WHEREAS SriLankan Airlines is desirous of procuring _____ on board the SriLankan Airlines flights (hereinafter referred to as "Goods") as per the specifications and estimated quantities provided in Schedules attached herewith to the Agreement.

WHEREAS the Contractor is engaged in supply of _____ and desirous of supplying the Goods to SriLankan Airlines on a non-exclusive basis according to the specifications and estimated quantities mentioned herein and communicated by SriLankan Airlines from time to time in the future;

WHEREAS the Contractor has expressed its offer to provide SriLankan Airlines with the Goods according to the terms and conditions provided herein and which offer has been accepted by SriLankan Airlines;

WHEREAS prior to the said offer and the execution of the Agreement, the Contractor has been apprised of the requirements and specification required by SriLankan Airlines for the supply and delivery of Goods and to all other matters which might have influenced the Contractor in making its Tender and has agreed to supply and deliver the Goods to SriLankan Airlines pursuant to the said requirements and specifications set forth in the Tender;

WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Goods according to the terms and conditions provided herein.

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

1. OBLIGATIONS OF THE CONTRACTOR:

1.1 The Contractor shall:

- 1.1.1 Deliver Goods as more fully described in the Schedule A in quantities ordered by SriLankan Airlines from time to time, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex A (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.
- 1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.
- 1.1.3 Ensure that Goods provided under this Agreement shall:
 - a) be in accordance with the specifications set out in Annex A;

- b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - c) be fit for the purposes envisaged under this Agreement and suitable for consumption;
 - d) meet hygiene and food safety standard specified by IFSA/AEA World Food Safety Guideline and/or ICQA Food Processing Safety Standards;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Goods to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Goods on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in the relevant purchase order/releases within 80 days of the date of the order confirmation by SriLankan Airlines. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Goods to the locations as specified in Schedule B of the Agreement.
- 1.1.6 If required by SriLankan Airlines, accept ad-hoc orders to supply Goods to SriLankan Airlines in additional quantities and additional orders for for on board use which are recognized in this Agreement subject to availability and adequate lead time. Where an additional order is placed for ___for on board use which are recognized in this Agreement, the Contractor shall make available the additional quantities and additional orders at the rates stipulated in Schedule C.
- 1.1.7 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.8 Invoice SriLankan Airlines for the Goods at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).
- 1.1.9 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.10 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.11 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Goods on time or SriLankan Airlines rejects the Goods pursuant to Clause 2.6 hereof.
- 1.1.12 Subject to the terms and conditions of this Agreement, the Goods shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).
- 1.2 In the event any of the Goods supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Goods or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Goods being damaged at any stage prior to the handing over of the Goods to nominated freight forwarder at the port of dispatch or if any item of the Goods are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Goods are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Goods with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3

while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Goods within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Goods from another source and the Contractor shall reimburse to SriLankan Airlines' for any cost incurred in respect of same.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Goods provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Goods provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule C.
- 2.2 SriLankan Airlines may vary the Goods specified in the specifications set out in Annex A hereto, giving sufficient lead time, with mutual agreement of the Contractor.
- 2.3 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule C where the Contractor fails to deliver the Goods as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.4 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/or engage any other person(s)/contractor(s) to purchase goods which are similar to the Goods contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.5 Have the right to inspect and reject the Goods (or any part thereof) provided under this Agreement if in its opinion it decides that such Goods (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Goods (or part thereof) after the Goods' arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Goods having previously been inspected and passed by SriLankan Airlines or its representative prior to the Goods delivery.
- 2.5 When the Goods are received at the locations as specified in Schedule B, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Goods at the locations. If there is a discrepancy in qty received and qty indicated in invoice, UL will inform same to vendor within 3 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Goods by SriLankan Airlines, the Goods shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Goods may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Goods due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Goods are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.
- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Goods or any__for on boarduse from any third party on whatsoever basis during the period of the Agreement.
- 2.9 In the event SriLankan Airlines in its opinion decide that the Goods are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Goods and:
 - (i) refrain from making any payments pursuant to such Order made in respect of such Goods; and
 - (ii) either replace the rejected Goods with goods meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) Obtain substitute goods for the rejected Goods and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Goods at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle all invoices submitted by the Contractor for Goods under this Agreement within 90 days from the date of shipping. The invoice will be raised at the time of departure of the Goods from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 10 days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favor, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.
- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule C.
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: swarna.liyanage@srilankan.com

4. LIABILITY & INDEMNITY:

- 4.1 The Contractor shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:
- a) Claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;
 - b) Accident, injury or death caused to any person by negligence or wilful misconduct of the Contractor, its servants, agents employees or representatives;
 - c) Acts of theft, pilferage, damage of property caused by the Contractor or its servants, agent's employees or representatives;
 - d) if the Goods provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Goods produced, packaged, stored or shipped by Contractor; provided, however, that the Contractor shall not be responsible for, and shall not be required to provide indemnification against, any liability for illness, injury, death or damage attributable to defects in Goods that independent investigation discloses originated solely after the Goods left the custody and control of Contractor and

was not attributable to any act or omission of Contractor prior to such Goods leaving such custody and control;

- e) violation of any laws, regulations or intellectual property rights of any party;
- f) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;

4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. INSURANCE:

5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to;

- a) Commercial general liability insurance policy including product liability with a limit of indemnity of not less than USD 500,000 any one incident. The policy shall cover third party (including employees of SriLankan Airlines) for injury / death and/or property damage caused by the Contractor or their representatives and shall include liability for any injury /death to persons (including passengers) using or consuming the products / services offered by the Contractor in the performance of this contract.
- b) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.

5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):

- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
- b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
- c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
- e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.

5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.

5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge

the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.

- 5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. NON-COMPLIANCE:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
- a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule C of the estimated amount of the monies payable for the relevant Goods for the relevant period of non-compliance or breach; and/or
 - c) Obtain the Goods from another contractor provided however, that in the event any money is expended by SriLankan Airlines on account of the Contractor's non-compliance or breach of its duties, such said expenditure shall be re-charged to the Contractor.

The Contractor shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse to SriLankan Airlines any expenses incurred by it in such said instances.

7. TERM & TERMINATION:

- 7.1 This Agreement shall be valid for a period of 03 years commencing from _____ 2024 until _____ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.
- 7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 90 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 90 days' notice period.
- 7.3 SriLankan Airlines may terminate this Agreement 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 this Agreement;
 - 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 this Agreement.
- 7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement 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 this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;

- b) if the other party 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 Agreement for a period of more than 60 days due to force majeure event.

7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.

7.6 On termination of this Agreement 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 this Agreement) for Goods duly provided in accordance with the terms of this Agreement. 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 this Agreement.

7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, 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 Agreement, 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 Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

8.1 At the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule C, as an irrevocable and unconditional bank guarantee draw able on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.

8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.

8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.

- 8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9 GOVERNING LAW:

- 9.1 This Agreement shall be governed by the laws of Sri Lanka and subject to the jurisdiction of the courts in Sri Lanka.

10. FORCE MAJEURE:

- 10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.
- 10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 10.3 In the event the force majeure event relates to delivery of Goods by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor 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. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Goods shall be extended accordingly.

11. GENERAL:

- 11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.
- 11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.
- 11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.
- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorized representatives.
- 11.8 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.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 10.5 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Goods envisaged under this Agreement.
- 10.6 Any notice or other communication required or authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such fax or e-mail.

In the case of SriLankan Airlines to –

SriLankan Airlines Limited
Commercial Procurement,
Bandaranaike International Airport,
Katunayake
Sri Lanka
Fax: 01 9733 5225
E-mail: _niroshi.jayasuriya@srilankan.com/ sampath.sudasinghe@srilankan.com
attention: Ms. Niroshi Jayasuriya / Mr. Sampath Sudasinghe

In the case of the Contractor to -

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

for and on behalf of

Name:
Designation:

Name:
Designation:

Witness:

Witness: _____

Name:
Designation:

Name:
Designation:

SCHEDULE A

1. Preliminary:

- 1.1 The specifications of Goods shall be deemed to form and be read and construed as an integral part of the Agreement.
- 1.2 If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Goods, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.
- 1.3 Please refer Annex A attached for Specifications of the

2. Time Schedule:

- 2.1 The Contractor shall upon receipt of the Purchase Order successfully complete the supply and delivery of the Goods to the locations specified in Schedule B according to the time tables given by SriLankan Airlines as set forth under the Purchase Agreement, Purchase Order or Purchase release in accordance to the terms and conditions of the Agreement.

SCHEDULE B

(LOCATIONS)

1. Locations:

The Contractor shall supply and deliver the Goods on CFR-CMB basis (INCOTERMS latest version). Contractor will be responsible for the shipment till it reaches Colombo port.

2. Access to Locations:

- 2.1 Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.
- 2.2 The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Goods under this Agreement shall under no circumstance violate Clause 2.1 above.
- 2.3 The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C

(RATES & CHARGES)

1. Rates

- 1.1 Rates payable by SriLankan Airlines to the Contractor in respect of the Goods specified under this Agreement will be as follows:
Please refer Annex B for details.
- 1.2 Notwithstanding Clause 1.1 in this Schedule, SriLankan Airlines shall be entitled to deduct from the aforementioned amounts payable by SriLankan for the delivery of the Goods any monies as may be deductible under this Agreement.
- 1.3 All payment shall be payable by wire payment to the following bank account of the Contractor:

Bank details:

Bank Name	
Bank Address	
Account Number	
SWIFT	
Sort Code	
IBAN	

2. Bank Guarantee

2.1 Bank Guarantee amount shall be for an amount equivalent to 10% the total estimated cost as security to secure the due and proper performance by Contractor of its obligations inter alia under this Agreement.

3. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	If the Contractor delays the delivery of Goods for more than 10 days from original delivery date set forth in the Purchase Order, the Contractor shall pay 1% of the invoice value for each day of delay commencing from the delivery date up to a maximum of 30 delayed days.
Non-compliance or Breach of Agreement	If the event of any occurrence of any non-compliance of the requirements of this Agreement or breach of this Agreement, the Contractor will be charged _____ as liquidated damages not as a penalty for each occurrence of non-compliance by the Contractor of requirements under this Agreement or breach of this Agreement.

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines shall 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 this Agreement.

ANNEX A (SPECIFICATIONS)

ANNEX B

TYPE	ITEM	ESTIMATED QUANTITY	UNIT PRICE
GOODS			
TAXES			
TOTAL COST PAYABLE			

Payment Term:

Method of payment :

Bank details :

Head Office :

Account Name:

Period of Agreement : 03 years commencing from ___ until ____
Price shall be fixed for the Term of the Agreement

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 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)