

Invitation of Quotations
For
The supply of Liners for EY Meal Tray
(1/2,2/3 & 1/1)

Contract No : 202532014



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: <ul style="list-style-type: none"> • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation Submission Form(s) • Section VI. Price Schedule • Section VII. Manufacturer's Authorization (If applicable only) • Section VIII. Non-Collusion Affidavit Form (Local bidders-affidavit to be signed on an LKR 50/- stamp as per the statutory regulations of Sri Lanka) |
| C: Preparation of Quotation | |
| 3. Documents Comprising your Quotation | 3.1. The Quotation shall comprise the following: <ul style="list-style-type: none"> a) Quotation Submission Form (Section V) b) Compliance with Specifications (Section IV) c) Price Schedule (Section VI) d) Manufacturer's Authorization (Section VII) – If applicable only e) A list of current clientele for the product proposed f) Non-Collusion Affidavit Form (Local bidders-affidavit to be signed on an LKR 50/- stamp as per the statutory regulations of Sri Lanka) |
| 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, NBT & 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. |

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| 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 | <p>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".</p> <p>7.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of samples (05 nos of each) a 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.</p> <p>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.</p> |
| 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. Format and Signing of Quotation | 9.1. 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. |
| D: Submission and Opening of Quotation | |
| 10. Submission of Quotation | <p>10.1. 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)</p> <p>10.2. The quotation should not be copied to any staff at SriLankan Airlines under any circumstance.</p> <p>10.3. Ensure to include all the documents necessary</p> <ol style="list-style-type: none"> Quotation Submission Form (Section V) Compliance with Specifications (Section IV) Price Schedule (Section VI) Manufacturer's Authorization (Section VII) – If applicable only A list of current clientele for the product proposed Non-collusion affidavit form (Local bidders-affidavit to be signed on an LKR 50/- stamp as per the statutory regulations of Sri Lanka) |
| 11. Deadline for Submission of Quotation | 11.1. 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. |
| 12. Late Quotation | 12.1. SriLankan Airlines shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above. |
| 13. Opening of Quotations | <p>13.1. The quotation will be opened by SriLankan Airlines.</p> <p>13.2. A representative from financial division will open & certify the quotations received by the deadline given in section II.</p> |

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| E: Evaluation and Comparison of Quotation | |
| 14. Clarifications | <p>14.1. 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.</p> <p>14.2. SriLankan Airline's request for clarification and the response shall be in writing.</p> |
| 15. Responsiveness of Quotations | <p>15.1. SriLankan Airlines will determine the responsiveness of the quotation to the document based on the contents of the quotation received.</p> <p>15.2. If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.</p> |
| 16. Evaluation of quotation | <p>16.1. SriLankan Airlines shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2. To evaluate a quotation, SriLankan Airlines may consider the following:</p> <ul style="list-style-type: none"> a) the Price as quoted; b) price adjustment for correction of arithmetical errors; c) price adjustment due to discounts offered. <p>16.3. 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.</p> |
| 17. Purchaser's right to accept any quotation, and to reject any or all quotations | <p>17.1. 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.</p> |
| F: Award of Contract | |
| 18. Acceptance of the Quotation | <p>18.1. 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.</p> |
| 19. Notification of acceptance | <p>19.1. 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.</p> |
| G: Termination of Contract | |
| 20. Termination of Contract | <p>20.1 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.</p> |

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| | <p>20.2 SriLankan Airlines may terminate the contract forthwith in writing in the event the Contractor does not:</p> <ul style="list-style-type: none"> 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. <p>20.3 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:</p> <ul style="list-style-type: none"> 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. <p>20.4 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.</p> <p>20.5 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.</p> <p>20.6 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.</p> |
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| | H: Extension of Contract |
| 21. Extension of Contract | 21.1 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 |
| 22. Non Performance | <p>22.1 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.</p> <p>22.2 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.</p> <p>22.3 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.</p> |

Section II: Data Sheet

| ITV Clause Reference | |
|-----------------------------|---|
| 1.1 | <p><u>SriLankan Airlines contact details</u></p> <p>Mailing address : SriLankan Airlines Limited Commercial Procurement Department (Inflight) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p> <p>Telephone : +94 (0) 1 9733 2799/2648</p> <p>Fax : +94 (0) 19733 5225</p> <p>E-mail : priyanganie.nugegoda@srilankan.com Wirangan.perera@srilankan.com</p> |
| 5.1 | The bidder is not allowed to quote for less than the quantity specified |
| 7.3 | Manufacturer's Authorization is required |
| 11.1 | Secured E-mail address for submission of quotations : inflightproc@srilankan.com |

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| | Deadline for submission of quotations is before 1000 hours Sri Lankan time (GMT + 5:30 Time Zone) on 2nd December 2025 |
| 13 | The quotations shall be opened at the following address: Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka |
| 16 | Other factors that will be considered for evaluation are : <ul style="list-style-type: none"> • Compliance for all required specifications marked as <u>Mandatory</u> in_section IV • Credit period provided • Availability of samples for evaluation purpose • Blind tasting/testing of samples • Vendor performance • 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 |

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section III: Schedule of Requirements

| Line Item N° | Description of Goods | Estimated Quantity For 02 years** | Unit of Measurement | Final Destination | Latest Delivery Date |
|---------------------|---|--|----------------------------|---|--|
| 1. | Procurement of Liner for EY Meal Tray 1/2 | 3,840,000 | each | <u>For foreign suppliers :</u> Will be based on offered delivery term <u>For local suppliers:</u> Bulk stores - Katunayake | As per Purchase Order/purchase release |
| 2. | Procurement of Liner for EY Meal Tray 2/3 | 3,840,000 | each | | |
| 3. | Procurement of Liner for EY Meal Tray 1/1 | 1,584,000 | each | | |

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

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section IV: 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 | | | | | | | | | | | | |
|---|---|----------------------------|------------------|------------|----------------------|---------------|---------------|----------------------|---------------|---------------|----------------------|---------------|---------------|--|--|
| 1 | Material: Polystyrene or any other suitable material with <u>non-skid coating on both sides</u> . | | | | | | | | | | | | | | |
| 2 | Size : <table><tr><th>Type of the liner</th><th>Length (mm)</th><th>Width (mm)</th></tr><tr><td>Liner meal tray -1/2</td><td>250 (+/- 5mm)</td><td>160 (+/- 5mm)</td></tr><tr><td>Liner meal tray -2/3</td><td>250 (+/- 5mm)</td><td>220 (+/- 5mm)</td></tr><tr><td>Liner meal tray -1/1</td><td>344 (+/- 5mm)</td><td>250 (+/- 5mm)</td></tr></table> | Type of the liner | Length (mm) | Width (mm) | Liner meal tray -1/2 | 250 (+/- 5mm) | 160 (+/- 5mm) | Liner meal tray -2/3 | 250 (+/- 5mm) | 220 (+/- 5mm) | Liner meal tray -1/1 | 344 (+/- 5mm) | 250 (+/- 5mm) | | |
| Type of the liner | Length (mm) | Width (mm) | | | | | | | | | | | | | |
| Liner meal tray -1/2 | 250 (+/- 5mm) | 160 (+/- 5mm) | | | | | | | | | | | | | |
| Liner meal tray -2/3 | 250 (+/- 5mm) | 220 (+/- 5mm) | | | | | | | | | | | | | |
| Liner meal tray -1/1 | 344 (+/- 5mm) | 250 (+/- 5mm) | | | | | | | | | | | | | |
| 3 | Printing: Base colour white & SriLankan logo with text 'SriLankan Airlines" in pantone Silver 877U (Metallic grey) to be printed on the bottom right hand corner of the tray liner.  | | | | | | | | | | | | | | |
| 4 | Delivery : Staggered over the contract period | | | | | | | | | | | | | | |
| 5 | Payment Term: A minimum credit period of 30 days is required for all invoices, covering 100% of the payment. | | | | | | | | | | | | | | |
| Technical Specifications (Non-Mandatory) | | | | | | | | | | | | | | | |
| 1 | Packing: <ul style="list-style-type: none">1000 pcs x 01 pack02 packs x 01 carton suitable for sea/air freightingKindly inform the quantities that could be accommodated in 20' container (Container load can be a mix of liner types). Carton printing: Item code/quantity per carton/gross weight/size of the liner and SriLankan Airlines logo to be printed. | | | | | | | | | | | | | | |

Diagram /Image/Drawing / etc

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

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

Date : *[insert date]*

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section V

Quotation Submission Form

[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:

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section VI

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 | 10 |
|-----------------|---|--|---------------------------------------|----------------------------|--------------|-----------------------------------|-----|-----|--|-----|-----|-----------------|--|---------|
| Line Item Nº | Description of Goods | Country of Origin/ manufactu re | Estimated Quantity for 02 years | Unit of Measure ment | Curren cy | Unit Price (For local bidders) | | | Unit Price (For foreign bidders) | | | Payment Term | Lead time (Manufact uring and delivery) | Remarks |
| | | | | | | Price | NBT | VAT | FCA | FOB | CFR | | | |
| 1 | Procurement of Liner for EY Meal Tray 1/2 | | 3,840,000 | Each | | | | | | | | | | |
| 2 | Procurement of Liner for EY Meal Tray 2/3 | | 3,840,000 | Each | | | | | | | | | | |
| 3 | Procurement of Liner for EY Meal Tray 1/1 | | 1,584,000 | Each | | | | | | | | | | |
| Total | | | | | | | | | | | | | | |

- **Notes :** Please mention the incoterm (FCA/FOB/CFR) with relevant port for the quoted price (foreign suppliers only)
- 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]

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section VII

**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]*

Procurement of Liners for Meal tray (1/2,2/3 & 1/1)

Contract No: 202532014

Section VIII

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

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

BEFORE ME,

- 1) *For Local Bidders – Justice of Peace or Commissioner of Oaths.*
- 2) *For Foreign Bidders – Competent Person/Institution Duly Authorized under the Laws of the Respective Country.*

Sample Purchase Order

| PURCHASE ORDER | | | | | |
|--|------------------------------|-------------|--|---|----------------------|
| Busi. Regis. No: PB 67 <div style="margin-top: 10px;"> 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 </div> | | | 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 Amount (in words): | | | | G.S.T. D.L. Other Taxes | |
| | | | | TOTAL VALUE | |
| Special Instructions: | | | | <div style="border-top: 1px solid black; height: 100px; position: relative;"> <div style="position: absolute; bottom: 10px; right: 10px; text-align: right;"> FOR SRILANKAN AIRLINES LIMITED </div> </div> | |
| This Purchase Order, including all terms and conditions with which it is issued, is accepted. FOR : TITLE : | | | | | |
| SIGNATURE : | | | | | |
| DATE: | | | | | |

R2625010

NOTES TO VENDOR
TERMS & CONDITIONS

1. **ORDER ACKNOWLEDGEMENT/ACCEPTANCE:** If nothing to the contrary is heard before effecting supplies, it is understood that the order has been accepted in toto.
2. **CHANGE IN THE PURCHASE ORDER:** No change in or modification of this order or any of its terms or conditions shall be binding upon SRILANKAN AIRLINES unless expressly agreed to in writing by SRILANKAN AIRLINES.
3. **PACKING:** Goods should be properly packed for transit to the final destination. In the case of aircraft spares, packing should be in accordance with ATA 300 Specification.
4. **DOCUMENTATION:** One complete set of documents consisting of packing list & Invoice copy quoting our Purchase Order reference, should be securely pasted on the outside of the consignment. Another set of documents consisting of list, one copy each of Invoice and Certificate of Conformity should be placed inside the package. Also two copies of Invoices to be sent along with Airway Bill/Stores Consignment Note for Custom purposes, as necessary. Failure to comply with required documentation resulting in Customs demurrage/storage charges incurred if any, by SRILANKAN AIRLINES, will be deducted from the Supplier's invoice.
5. **AIRWORTHINESS CERTIFICATE:** All aircraft spares and material should be accompanied by applicable Airworthiness Certificate. Non compliance will be liable for rejection. This is applicable to approved aircraft items only.
6. **DELIVERY SCHEDULE:** Stipulated delivery date must be strictly adhered to. If contractor fails to make delivery of any goods within the specified time, SRILANKAN reserves the right to cancel this order or any part thereof by written notice to contractor and SRILANKAN shall not be liable for any loss or damages sustained by the contractor in consequence thereof provided that nothing herein contained shall prejudice any other rights SRILANKAN may have against contractor for any loss or damage due to failure of delivery by way of liquidated damages and/or risk purchases.
7. **FAILURE TO SUPPLY:** If the supplier fails to deliver the items 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.
8. **PRICE:** The supplier shall warrant that the prices being charged to SRILANKAN AIRLINES are no higher and the terms no less favourable than in respect of his current sales to other airline operators and customers.
9. **ACCEPTANCE:** Goods supplied must be according to specification and conditions laid down by us and subject to our inspection and approval. Rejected material will remain in our stores at contractor's risk and cost.
10. **INSURANCE:** No insurance to be taken unless specifically advised.
11. **PATENTS:** The contractor shall warrant that all material supplied is free and clear of all and any infringement of any patents, copyright and trade mark.
12. **INVOICING:** Each invoice should cover only one Purchase Order and Purchase Order reference should be clearly indicated. Original signed invoice alongwith proof of despatch must be forwarded to our Payments Manager, SRILANKAN AIRLINES LTD, ADMINISTRATION BUILDING, BANDARANAIKE INTERNATIONAL AIRPORT, KATUNAYAKE.
13. **EXCESS/WRONG SHIPMENT:** Contractors will be responsible for expenses incurred by way of customs duties/shipment charges/packing, etc. in respect of excess/wrong shipments.
14. **WARRANTY:** All supplies should be covered by standard warranty applicable. Defective supplies that fall within the Warranty period shall be claimed from the contractor by way of free of charge repairs and /or replacements.
15. **APPLICABLE LAW:** In the event of any conflict between parties, this order will be subject to jurisdiction of Sri Lanka Courts only.