

INVITATION FOR SUBMISSION OF BIDS FOR THE SUPPLY OF DENTAL KITS FOR ON-BOARD USE

REFERENCE NO: NCB/202531716

Section I. Instructions to Vendors (ITV)

| | A: General | | | | |
|----|---|--|--|--|--|
| 1. | Scope of Bid | 1.1. SriLankan Airlines invites you to submit a quotation as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. SriLankan Airlines may not consider you for inviting quotations in the future, if you fail to acknowledge the receipt of this invitation or not submit a quotation after expressing the intention as above. | | | |
| | | B: Contents of Documents | | | |
| 2. | Contents of Documents | 2.1 The documents consist of the Sections indicated below: Section I. Instructions to Vendors (ITV) Section II. Data Sheet Section IV. 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 Section IX. Bid Securing Declaration Form | | | |
| | | C: Preparation of Quotation | | | |
| 3. | Documents Comprising your Quotation | 3.1. The Quotation shall comprise the following: 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 (Section VIII) g) Bid Securing Declaration Form (Section IX) | | | |
| 4. | Quotation Submission Form and Price Schedules | 4.1. The vendor shall submit the Quotation Submission Form using the form furnished Section V. This form must be completed without any alterations to its format, and no subtitles shall be accepted. All blank spaces shall be filled in with the information requested. 4.2. Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder. | | | |
| 5. | Prices and Discounts | 5.1. Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.5.2. The Price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered. | | | |
| | | 5.3. The applicable VAT & any other taxes shall be indicated separately. (Applicable only to quotations submitted in Sri Lanka Rupees –LKR) | | | |

| | 5.4. Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected. | | |
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| | 5.5. The offered price should be the best and final. | | |
| 6. Currency | 6.1. The vendors shall quote in foreign currency or in Sri Lanka Rupees. | | |
| 7. Documents to Establish the Conformity of the Goods | 7.1. The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications". | | |
| | 7.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given. | | |
| | 7.3 If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka. | | |
| 8. Samples | 8.1. Provide 05 samples for DENTAL KITS FOR ON-BOARD USE after the Deadline for Submission of Bid. | | |
| 9. Period of Validity of quotation | 9.1. Quotations shall remain valid for the period of Ninety (90) days after the quotation submission deadline date. | | |
| 10. Format and Signing of Quotation | 10.1. The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor. | | |
| D: Submission and Opening of Quotation | | | |
| 11. Submission of Quotation | 11.1. 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) | | |
| | 11.2. The quotation should not be copied to any staff at SriLankan Airlines under any circumstance. 11.3. Ensure to include all the documents necessary 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 | | |

| 12. Deadline for Submission of Quotation 12.1. Quotation must be received by SriLankan Airlines at the E-mail address Section II, "Data Sheet", and no later than the date and time as specion Data Sheet. | | | | |
|---|---|--|--|--|
| 13. Late Quotation | 13.1. SriLankan Airlines shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above. | | | |
| 14. Opening of Quotations | 14.1. The quotation will be opened by SriLankan Airlines.14.2. A representative from financial division will open & certify the quotations received by the deadline given in section II. | | | |
| | E: Evaluation and Comparison of Quotation | | | |
| 15. Clarifications | 15.1. 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. | | | |
| | 15.2. SriLankan Airline's request for clarification and the response shall be in writing. | | | |
| 16. Responsiveness of Quotations | 16.1. SriLankan Airlines will determine the responsiveness of the quotation to the document based on the contents of the quotation received.16.2. If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines. | | | |
| 17. Evaluation of quotation | 17.1. SriLankan Airlines shall evaluate each quotation that has been determined, to be substantially responsive. | | | |
| | 17.2. To evaluate a quotation, SriLankan Airlines may consider the following: a) the Price as quoted; b) price adjustment for correction of arithmetical errors; c) price adjustment due to discounts offered. 17.3. 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. | | | |
| 18. Purchaser's right to accept any quotation, and to reject any or all quotations | 18.1. SriLankan Airlines reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders. | | | |
| | F: Award of Contract | | | |
| 19. Acceptance of the Quotation | 19.1. 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. | | | |
| | | | | |

| 20. Notification of acceptance | 20.1. 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. | | | |
|--------------------------------|--|--|--|--|
| | | | | |
| | G: Termination of Contract | | | |
| 20. Termination of Contract | 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. | | | |
| | 20.2 SriLankan Airlines may terminate the contract forthwith in writing in the event the Contractor does not: | | | |
| | a) provide the Goods at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to the contract; | | | |
| | b) comply with the requirements and/or notices of SriLankan Airlines; and/or | | | |
| | c) perform, fails or is failing in the performance of any of its obligations under the contract. 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: | | | |
| | a) if the other party is in breach of any of the terms or conditions of contract and fails to rectify same within 30 days of the written not the breach to the defaulting party or immediately, if the breach 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. | | | |
| | 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. | | | |
| | 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. 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. |
|---------------------------|---|
| 21. 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 | 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. |
| | 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. |
| | 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. |

Section II: Data Sheet

| ITV Clause Reference | |
|-------------------------|---|
| 1.1 | SriLankan Airlines contact details |
| | Mailing address: SriLankan Airlines Limited Commercial Procurement Department (Inflight) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka |
| | Telephone : +94 (0) 1 9733 2771/2648 |
| | Fax : +94 (0) 19733 5225 |
| | E-mail : srimal.kamalpriya@srilankan.com wiranga.perera@srilankan.com |
| 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 |
| | Deadline for submission of quotations is before 1000 hours Sri Lankan time (GMT + 5:30 Time Zone) on 11th November 2025. |
| 13 | The quotations shall be opened at the following address: |
| 16 | Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka |
| 16 | Other factors that will be considered for evaluation are: Compliance for all required specifications marked as Mandatory in section IV Credit period provided Availability of samples for evaluation purpose Blind tasting of samples Vendor performance |

REFERENCE NO: NCB/202531716

Section III: Schedule of Requirements

| Line Item N° | Description of Goods | Estimated Quantity For 03 years** | Unit of Measurement | Final Destination | Latest Delivery Date |
|-----------------|----------------------|--|------------------------|---|--|
| 1. | Dental Kit | 266,400 | | For foreign suppliers: Will be based on offered delivery term | As per Purchase Order/purchase release |
| | | | | For local suppliers: Bulk stores - Katunayake | |

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

REFERENCE NO: NCB/202531716

Section IV: Technical Specification & Compliance

| Name of the Bidder | 1 |
|---------------------------------|------|
| Name of the Principal (if any) | İ |
| Name of the Manufacturer (if ar | ıy): |

| Running Number | Technical Specifications (Mandatory) | Bidder's Response (Yes/No) | If 'No' comments |
|-------------------|--|----------------------------------|------------------|
| 1 | Contents: Option 1 Toothbrush with protective cap and toothpaste Option 2 Pre-pasted toothbrush (Toothpaste preapplied to toothbrush) | | |
| | Bidder is required to provide one or both of the above option(s) with offer separate pricing | | |
| 2 | Toothbrush with a protective cap Length: 16.5 cm ± 0.5cm Material- Please quote for all options available (Biodegradable/Plastic/ecofriendly) | | |
| 3 | Toothpaste (tube or sachet acceptable) Please specify the brands and relevant approvals from applicable authorities/associations if available in the remarks column | | |

| Running Number | Technical Specifications (Mandatory) | Bidder's Response (Yes/No) | If 'No' comments |
|-------------------|---|----------------------------------|------------------|
| | Tube: Weight 5g ± 0.5g Sachet: Weight 3g ± 0.5g | | |
| 4 | Toothpaste pre-applied to toothbrush The toothbrush can be standard plastic, biodegradable material, or eco-friendly. Length: 16.5 cm ± 0.5cm | | |
| | Please specify the material of the toothbrush, the brands/ relevant approvals from applicable authorities/associations if available | | |
| 5 | Bristle | | |
| | Texture shall be Medium (not soft or hard) | | |
| | Please specify the type of materials in the remark column | | |
| 6 | Packing: Option 1- Toothbrush and Toothpaste (sachet or tube) packed in a clear PVC pouch | | |
| | Option 2- Toothbrush and Toothpaste (sachet or tube) packed in a waterproof Laminated paper pouch. (please specify the type of material) | | |
| | Option 3: Toothpaste pre-applied to toothbrush individually packed in waterproof material. (please specify the type of material) | | |
| | Please quote for all packing options if possible | | |

| Running Number | Technical Specifications (Mandatory) | Bidder's Response (Yes/No) | If 'No' comments |
|-------------------|--|----------------------------------|------------------|
| | *Pouch to be tamper-proof | | |
| 7 | Compliance and Standards | | |
| | Conformance with dental health standards /environmental and safety regulations. | | |
| | For plastic toothbrushes ensure compliance with safety standards to confirm it is BPA-free. | | |
| 8 | Printing: Print on toothpaste or the packaging of individually packed pre-pasted toothbrush Ingredients, manufacture date, expiry date, batch code Print on pouch/packing SriLankan logo and word mark 'SriLankan' to be printed in Pantone colour silver 877U on the pouch | | |
| 9 | Carton Printing: Item code, quantity per carton, carton number, gross weight per carton and SriLankan Airlines logo to be printed on each carton. SriLankan | | |
| | General Specifications (Mandatory) | | |
| 1 | Country of Origin | | |

| Running Number | Technical Specifications (Mandatory) | Bidder's Response (Yes/No) | If 'No' comments |
|-------------------|---|----------------------------------|------------------|
| | Pls specify | | |
| 2 | Storage: Please indicate special storage conditions if required | | |
| 3 | Lead time: Please indicate your production and delivery lead time in the offer | | |
| 4 | Delivery: Minimum of 04 deliveries per annum. (Staggered over the contracted period) | | |
| 5 | Packing: Please specify the number of dental kits per carton | | |
| 6 | Payment term A minimum credit period of 30 days is required for all invoices, covering 100% of the payment. | | |

| Diagram /Image/Drawing / etc | |
|------------------------------|--|
| Signature: | [signature of person signing the Bid] |
| Name & Designation: frank] | [Name and designation of person signing the Bid with |
| Date: [insert date] | 1 |

THE SUPPLY OF DENTAL KITS FOR ON-BOARD USE REFERENCE NO: NCB/202531716

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: Sri | Lankan Airlines Limited |
| We, the | e undersigned, declare that: |
| a) | We have examined and have no reservations to the document issued; |
| <i>b)</i> | 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. |
| Signatu | re: [insert signature of person whose name and capacity are shown] |
| Name: | [insert complete name of person signing the Quotation Submission Form] |
| Date: | |

REFERENCE NO: NCB/202531716

Section VI

Price Schedule

| Name of the Bidder | : |
|--------------------------------|--------|
| Name of the Principal (if any) | : |
| Name of the Manufacturer (if a | nny) : |

| Line Item N° Origin/ manufacture N° Origin/ Term N° Dental Kit Country of Origin/ manufacture N° Origin/ manufacture N° Origin/ manufacture N° Origin/ manufacture Origin/ Measurement Origin/ Measurement Origin/ Measurement Origin/ Origin/ Measurement Origin/ Origin/ Measurement Origin/ Ori | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | 8 | | | 9 | 10 | 10 |
|--|------|------------|---------|--------------|------|---|-------|-----|------|--------|--------|-----|---|---------------------|---------|
| Price NBT VAT FCA FOB CFR | Item | | Origin/ | Quantity for | | | | | ers) | (For f | oreign | | • | (Manufact uring and | Remarks |
| 1 Dental Kit 266,400 each | | | | | | | Price | NBT | VAT | FCA | FOB | CFR | | ,, | |
| | 1 | Dental Kit | | 266,400 | each | | | | | | | | | | |

• Please quote your best and the final price

| Signature: | [signature of person signing the Bid] |
|----------------------|---|
| Name & Designation: | [Name and designation of person signing the Bid with frank] |
| Date : [insert date] | |

REFERENCE NO: NCB/202531716

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] |

REFERENCE NO: NCB/202531716

Section VIII

Non-Collusion Affidavit Form

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.

THE SUPPLY OF DENTAL KITS FOR ON-BOARD USE REFERENCE NO: NCB/202531716

Section IX

Bid Securing Declaration

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to the selling of the bidding document]

| 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:linsert the name of the Purchaserl | |

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

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title] Name [insert printed or typed name]
Duly authorized to sign the bid for and on behalf of [insert authorizing entity]
Dated on [insert day] day of [insert month], [insert year]

Sample Purchase Order

| si. Regis. No: | PB 67 | PURCH | IASE ORE | DER | | | | |
|--|--|--------------------------------|----------------|----------|---------|---------------|------------------|----------|
| | SRILANKAN AIRLINES Commercial Procuremen GSE Procurement Section Airline Centre Katunayake, Sri Lanka TEL: NO: 0094 (0) 19733 2 FAX:NO: 0094 (0) 19733 5 | t Dept., n 721/2734/2829 | то: | | | | * | |
| SHIP TO: | | | FREIG | HT FO | RWAR | DER'S | S CONTACT | /ADDRESS |
| PURCHASE/ | /WORKS ORDER NO | DATE | RFQ NUM | BER | CURR | | PAYMEN | IT TERMS |
| | | | | | | | | |
| The Purchase | /Works order number mu | st be indicated | on all invoice | s, corre | esponde | ence a | UNIT | ients. |
| NO | ITEM CODE/DESC | RIPTION | | UOM | 1 (| YT | PRICE | AMOUNT |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | 1 | |
| dministrati | ld be sent to: Payments on Building, B.I.A. , Kat ions and annexures overth | unayake, Sri | | nes Lt | | G.S.T. | Taxes | |
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| Administrati Other instruct Amount (in 1 | on Building, B.I.A., Kat ions and annexures overle words): | unayake, Sri | | nes Lt | | D.L. Other | Taxes | |
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| Administration of the control of the | on Building, B.İ.A., Kat lons and annexures overle words): ructions: Order, including all terms pted. | runayake, Sri eaf | Lanka. | | 1 | O.L. Other | Taxes L VALUE | |

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Proprietary and Confidential Page 3 of 4

NOTES TO VENDOR: TERMS AND CONDITIONS

- 1.TERMS OF AGREEMENT: This document together with these terms and conditions, any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference collectively forms the "Purchase Order" (PO) Notwithstanding the foregoing, if a master agreement covering procurement of the goods or service described in the purchase order exists between Supplier/Contractor and SriLankan Airlines, the terms of such master agreement shall prevail over any inconsistent terms herein.
- 2.ORDER ACKNOWLDGEMENT/ACCEPTANCE:If nothing to the contrary is heard before effecting supplies,it is understood that the order has been accepted by the Supplier/Contractor.
- 3.CHANGE IN THE PURCHASE ORDER: No change or modification of this order or any of its terms or conditions shall be binding upon SriLankan Airlines unless expressly agreed to in writing SriLankan Airlines.
- 4.PACKING: Goods should be properly packed to suit the agreed transport mode to the final destination at no charge to SriLankan Airlines. The purchase order number and the item description as per the packing list should be clearly printed on the outer cover/carton.
- 5.DOCUMENTATION (OVERSEAS CONSIGMENTS): One complete set of documents consisting of packing list & invoice copy quoting the purchase order number should be securely pasted on the outside of the consignment. An original invoice to be sent along with airway bill/bill of lading for custom purposes. The following mandatory information in the English language should be clearly declared on the invoice for processing of customs entries: Commercial Invoice / terms of payment / terms of delivery /country of origin / currency code / item description and submit a health certificate wherever relevant. Failure to comply with required documentation resulting in customs demurrage/storage charges and any other penalty/charges incurred by SriLankan Airlines, will be deducted from the supplier next invoice due for payment.
- 6.DELIVERY: Time of delivery, performance and quantities specified in this PO are of the essence. Failure of the supplier/ contractor to deliver the good and perform in accordance with the terms and conditions of the PO.SriLankan Airlines' acceptance of deliveries and performance not conforming to the specifications, terms and conditions of the PO shall not constitute a waiver of SriLankan Airlines' rights. Delivery shall not be deemed to be complete until goods and/or services have been actually received and accepted by SriLankan Airlines.
- 7.FAILURE TO SUPPLY: If the Supplier/Contractor fails to deliver the goods or services within the period stipulated for such delivery or at any time repudiates the contract/order before expiry of such period, SriLankan Airlines is entitled to cancel the order and re-purchase items ordered not delivered at the risk and cost of the defaulting Supplier/Contractor.
- 8.TITLE, OWNERSHIP AND RISK OF LOSS: Unless otherwise specified in the PO, and notwithstanding any agreement to pay freight, express or other transportation charges, title to, and risk of loss of or damages to the goods shall not pass to SriLankan Airlines until they actually have been received and accepted by SriLankan Airlines or its authorized agent at the destination indicated in this PO.
- 9.ACCEPTANCE: Goods supplied must be according to specifications and conditions laid down by SriLankan Airlines. SriLankan Airlines shall have the right to inspect and reject any or all of the goods. Rejected material will remain in SriLankan Airlines' stores at suppliers' / contractors' risk and cost. Payments for the goods delivered hereunder shall not constitute acceptance thereof.
- 10.WARANTIES: The supplier/contractor warrants that goods delivered, the packaging, labelling and sorting thereof, any installation, repair and maintenance of goods and any other performance pursuant to this PO