



Sayı : 38591462-720-2024-1387

06.06.2024

Konu : Sri Lankan Catering Ltd. İhale Duyurusu Hk.

Sirküler No: 421

Sayın Üyemiz,

Sri Lanka Büyükelçiliği'nden alınan 05.06.2024 tarihli yazıda;

Sri Lankan Catering Ltd tarafından yayınlanan ihale ilanının bir kopyasının ekte yer aldığı bildirilmekte olup, Sri Lanka'nın, uluslararası üne sahip üreticilerden, yurtdışındaki Akredite İhracat Acentelerinden veya Sri Lanka'daki Akredite Yerel Acentelerinden kapalı teklifleri davet ettiği belirtilmektedir.

Bilgilerinize arz/rica ederim.

Saygılarımla,

*e-imza*İsmet SALİHOĞLU  
Genel Sekreter**Ek:**

- 1- EK 1\_497111 (35 sayfa)
- 2- EK 4\_497114 (36 sayfa)
- 3- EK 5\_497115 (34 sayfa)
- 4- EK 3\_497113 (34 sayfa)
- 5- EK 2\_497112 (33 sayfa)

Dağıtım:

-Tüm Üyeler (WEB sayfası)

**Bu belge, 5070 sayılı Elektronik İmza Kanuna göre Güvenli Elektronik İmza ile İmzalanmıştır.**

Evrakı Doğrulamak İçin :  
<https://ebys.denizticaretodasi.org.tr/enVision/Dogrula/BSEZV86Y0>  
Bilgi için: Birnur OFLU Telefon: 02122520130/ 317  
E-Posta: birnur.oflu@denizticaretodasi.org.tr  
Meclis-i Mebusan Caddesi No:22 34427 Fındıklı-Beyoğlu-İSTANBUL/TÜRKİYE  
Tel : +90 (212) 252 01 30 (Pbx) Faks: +90 (212) 293 79 35 KEP: imeakdto@hs01.kep.tr  
Web: www.denizticaretodasi.org.tr E-mail: iletisim@denizticaretodasi.org.tr





**INVITATION FOR SUBMISSION OF BIDS FOR**

**SUPPLY OF FROZEN MEAT ITEMS FOR YEAR 2024-2025**

**REFERENCE: SLC/DPC/GOODS/2024/023**

**CLOSING DATE:01 JULY 2024  
TIME: 11.00 AM (SL TIME), (GMT +5:30)**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAIYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

**Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 Sri Lankan Catering Ltd invites you to submit a bid for Supply of “MEAT ITEMS” For The Year 2024-2025 as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements /Required Certificates</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Bid Securing Declaration Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Compliance sheet</li><li>• Annexure E : Clientele Information Form</li><li>• Annexure F : Sample Contract</li><li>• Annexure G : Vendor Information Form</li></ul>

	<b>C: Preparation of Bid</b>
3. Documents Comprising your Bid	3.1 The document shall comprise the following: <ul style="list-style-type: none"> <li>• Document check List</li> <li>• Section III.2 : Required Certificates (Mandatory)</li> <li>• Sections IV : Bid Submission Form (Mandatory)</li> <li>• Annexure B : Bid Securing Declaration Form (Mandatory)</li> <li>• Annexure C : Price Schedule Form (Mandatory)</li> <li>• Annexure D : Compliance sheet (Mandatory)</li> <li>• Annexure E : Clientele Information Form</li> <li>• Annexure G : Vendor Information Form (Mandatory for new suppliers)</li> </ul>
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 separately in the Price Schedule Form.  5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid for one-year period.  5.3 Contract period will be 01 year.  5.4 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.  5.5 If the product is supplied from Sri Lanka, the price should be quoted in Sri Lankan Rupees. Also, the quoted price should EXCLUDE statutory charges and taxes; if these charges are applicable, same should be indicated separately (Not applicable for local duty-free bidders).
6. Currency	6.1 bidders shall confirm their currency in Annexure C The prevailing exchange 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 service	7.1 The Bidder shall submit following documents along with the bid for evaluation: <ul style="list-style-type: none"> <li>• Data sheet of the product</li> <li>• Form 20 (Company Director details)</li> <li>• Business registration form</li> <li>• Quality accreditations for the product/ production process (ISO, HALAL, HACCP etc.)</li> <li>• All other documents related to the Environmental Sustainability</li> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03 year period</li> </ul>
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 B.

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.
<b>D: Submission and Opening of Bid</b>	
11. Submission of Bid & Samples	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 22.1. or could be send to the secure mail which is <a href="mailto:supreg@srilankacatering.com">supreg@srilankacatering.com</a> with the subject line <b>“SLC/DPC/GOODS/2024/023”</b> <b>and</b> confirm the submission to the contact person given in clause 25.1</p> <p>11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF “FROZEN MEAT ITEMS” FOR THE YEAR 2024-2025”</b> <b>SLC/DPC/GOODS/2024/023</b></p> <p>11.3 Please courier/Handover samples of the quoted MEAT ITEM of each proposed label on DDP (Destination Duty Paid) basis (Latest Incoterms) within 7 days from closing the bid. All charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.4 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>11.5 It is advised to forward the bids well in advance to the bid closing date and time.</p> <p>11.6 If any bidder wishes to hand deliver the bids and samples, please contact Sri Lankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II- Data sheet, clause 25.1 for contact details.</p>
12. Deadline for Submission of Bid & Samples	<p>12.1 Bid must be received by the Sri Lankan Catering Ltd to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. Clause 23.1</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
13. Late Bid	13.1 Sri Lankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above and 23.1.
14. Opening of Bids	14.1 Sri Lankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of Sri Lankan Catering Ltd and the Bidders on 01 <sup>st</sup> JULY 2024 immediately after 11.00 a.m. Sri Lankan Time (GMT +5:30)

<b>E : Evaluation and Comparison of Bid</b>	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the bids, Sri Lankan Catering Ltd 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 Sri Lankan Catering Ltd shall not be considered.</p> <p>15.2 Sri Lankan Catering Ltd request for clarification and the response shall be in writing at Sri Lankan Catering Ltd email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 Sri Lankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Sri Lankan Catering Ltd.</p>
17. Evaluation of bid	<p>17. Sample will be subjected to following guidelines,</p> <ol style="list-style-type: none"> <li>I. Compliance to Technical Specification</li> <li>II. Product Evaluation (Physical Analysis /Microbiology Analysis)</li> <li>III. Quoted Price</li> <li>IV. Payment Term</li> <li>V. Quality assurance Certificates and past performance</li> <li>VI. Verification of Vendor information form/ Business registration documents</li> </ol>
18. Sri Lankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	<p>18.1 Sri Lankan Catering Ltd 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>
<b>F: Award of Contract</b>	
19. Acceptance of the Bid	<p>19.1 Sri Lankan Catering Ltd 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>
20. Notification of acceptance	<p>20.1 Sri Lankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, Sri Lankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within fourteen (14) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 5% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of 15 Months from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2.</p> <p>20.5 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 execute the Bid Security declaration. In the event</p>

	<p>Sri Lankan Catering Ltd may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.</p>
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**Section II: Data Sheet**

ITB Clause Reference	Submission of Bids
22.1	<p>The address for submission of Bids is :</p> <p>Attention : <b>Chief Executive Officer</b></p> <p>Address : <b>Sri Lankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.</b></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></p>
23.1	<p>Deadline for submission of bids is on or before <b>01<sup>st</sup> July 2024, 11.00 a.m.</b> Sri Lankan Time (GMT +5:30)</p> <ul style="list-style-type: none"> <li>• <b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></li> <li>• <b>Tender Reference Number and name should be clearly mention in the sample.</b></li> </ul>
24.1	<p>Opening of bids will be done public by Sri Lankan Catering Ltd bid opening committee in front of the Bidders. (Public opening as per clause 14.0)</p>
25.1	<p><b>For Clarification/ handing over bids/ samples:</b></p> <p>Contact Person: Geethani Peiris - Executive - Procurement and shipping</p> <p>Telephone: +94 (0) 19733 4148/+94 (0) 710210323</p> <p>E mail address: <a href="mailto:geethani.peiris@srilankancatering.com">geethani.peiris@srilankancatering.com</a></p> <p>Sample: Sample should be delivered to the Consignee:</p> <p>Attention: <b>Chief Executive Officer</b></p> <p>Address: <b>Sri Lankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.</b></p> <ul style="list-style-type: none"> <li>• <b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></li> <li>• <b>Tender Reference Number and name should be clearly mention in the sample.</b></li> </ul>

Section III -

III.1 Schedule of Requirements

No	Gr	Code	Item Description	UOM	Estimated Required Quantity for 01 year	Final Destination	Delivery Date
2	DB	BE201	BEEF FILLET/ TENDER LOIN FROZEN	KG	4,000	Sri Lankan Catering Ltd , BIA,Katunayaka, Sri Lanka or port of Colombo	Staggered basis
3	DL	MU052	MUTTON LEG B/L FROZEN	KG	13,000		
4	DL	LA153	LAMB RACK CAPS OFF FROZEN	KG	1,000		
5	DL	LA054	LAMB LEG B/L FROZEN	KG	5,000		
6	DL	LA101	LAMB LOIN B/L WEDDEL FROZEN	KG	100		

Required Certificates are listed in III.2

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

### Certificates Requirement

➤ **HALAL certificate is Mandatory for all three types of Bidders.**

1. IF the Bidder is Manufacturer

- **Mandatory Requirement: At least one certificate should be available.**  
System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

2. If the Bidder is 3<sup>rd</sup> Party Vendor

- **Mandatory Requirement: At least one certificate should be available.**  
Manufacture's System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- **Mandatory Requirement: 3<sup>rd</sup> Party Vendor's facility details confirmation, including No. of Chillers / Freezers in the premises and Temperature controls of the said Chillers / Freezers including calibration records. (Food Safety Verification)**
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

Abbreviations of the certificates

BRC Certificate: British Retail Consortium

IFS Certificate: International Featured Standards

HACCP Certificate: Hazzard Analysis Critical Control Points

FSSC 22000 Certificate: Food Safety system Certification

# Document Check List

Please submit the completed document check list along with the Bid with the requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	YES/NO	
Annexure B	Bid Security declaration	Mandatory	YES/NO	
Annexure C	Price Schedule form	Mandatory	YES/NO	
Annexure D	Compliance Sheet	Mandatory	YES/NO	
Annexure G	Vendor Registration Form	Mandatory for new suppliers	YES/NO	
<b>Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected</b>				

**Section IV - Bid Submission Form (Mandatory Document)**

[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: Sri Lankan Catering Ltd

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 Supply of MEAT ITEMS for the year 2024 - 2025
- (c) The price of our bid deliver to Sri Lankan Catering Ltd:

As per the price schedule : Currency:.....

- 1. BEEF FILLET/ TENDER LOIN :.....
- 2. MUTTON LEG BONELESS :.....
- 3. LAMB RACK CAPS OFF FROZEN :.....
- 4. LAMB LEG BONELESS FROZEN :.....
- 5. LAMB LOIN B/L WEDDEL FROZEN :.....

- (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 120 days after the bid submission deadline date.

Signed:

Name:

Date

## Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with Sri Lankan Catering Ltd prior to the commencement of the purchasing.
- II. Supplier is not allowed to change the price for entire 01-year contract period.
- III. Price to comply with incoterm issued by International Chamber of Commerce (2020).
- IV. Special terms and conditions of the bidder should be stated in the price schedule form separately.
- V. The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- VI. If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery, SLC will purchase the goods from the market and transfer the cost to seller's account.
- VII. The credit period will be Thirty (30) Days for local suppliers and forty five (45) Days credit period(Open Payments) for foreign suppliers. No Advance payments shall be made.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for Supply of Frozen MEAT ITEMS for the year 2024 - 2025 is hereby acknowledged.

You may expect to receive our proposal on or before **01<sup>st</sup> July 2024, 11.00 a.m.**

.....  
.....

We do not intend to submit a proposal because.

.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

**ANNEXURE B: Bid Securing Declaration (Mandatory Document)**

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

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

\*Name of contract -Supply of Frozen MEAT ITEMS for the year 2024 - 2025

\*Invitation for Bid No: SLC/DPC/GOODS/2024/023

\*To: Sri Lankan Catering Ltd

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 been invited by Sri Lankan Catering, for the period of time of 120 days 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]*.....

ANNEXURE B 2: Performance Security

FORM OF PERFORMANCE SECURITY (Unconditional)

-----[Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: ----- [Name and Address of Employer]

Date: ----- PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of ----- [name of contract and brief description of Works] (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 Contractor, 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], 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 -----, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_ [signature(s)]

(Mandatory Document)

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

Currency:.....

Local suppliers: Shipments under Sri Lankan Catering Ltd can be cleared on Duty free basis.

No	Gr	Code	Item Description	UO M	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Price (Deliver to SLC) (Duty Free)	Price				MOQ
									Sea		Air		
									FOB	CIF	FOB	CIF	
2	DB	BE201	BEEF FILLET/ TENDER LOIN FROZEN	KG		4,000							
3	DL	MU052	MUTTON LEG B/L FROZEN	KG		13,000							
4	DL	LA153	LAMB RACK CAPS OFF FROZEN	KG		1,000							
5	DL	LA054	LAMB LEG B/L FROZEN	KG		5,000							
6	DL	LA101	LAMB LOIN B/L WEDDEL FROZEN	KG		100							

**Contract Period: 1 Year**

**Payment terms** : - .....

**Refer Section V - General Conditions**

**Lead Time from PO** : -Sea ..... **Air**.....

**Name of the bidder:-**.....

**Contact details** :- .....

**Address** :- .....

**Signature and company stamp: -** .....

**ANNEXURE D: Compliance sheet (Mandatory Document)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer:.....

<b>Item Description</b>	<b>Specification</b>	<b>Compliance with specification(Put 'Yes' or 'No' and attach proof if yes)</b>	<b>Remarks</b>
BEEF FILLET/TENDER LOIN FROZEN	<b>Weight:</b> Average 1.8Kg and above		
	<b>Fat level:</b> Max tolerance Level 10% fat		
	<b>Packaging:</b> individually vacuum packed		
	<b>Temperature:</b> -18'C		
	<b>Labeling:</b> date of produce/expiry printed on the pack		
	<b>Certificates:</b> Should be HALAL Certified- <b>Mandatory</b>		
	<b>Other Mandatory Certificates:</b> IFS/HACCP/FSSC 22000 (at least one certificate should be available)		
	<b>Production Plant:</b> Made in certified HACCP environment HAM code-2160		
	<b>Shelf-life:</b> Minimum shelf Life – 01 Year from the date of Manufacture		
MUTTON LEG B/L FROZEN	<b>Country of Origin:</b> NZ/Australian origin		
	<b>Weight:</b> average 3Kg and above		
	<b>Fat level:</b> minimum fat Max tolerance Level 10% fat		
	<b>Packaging:</b> individually vacuum packed		
	<b>Product Condition:</b> it shall be free of any adulterants, extraneous material or additives		
	<b>Temperature:</b> -18oC		
	<b>Labeling:</b> date of produce/expiry printed on the pack		
	shank off		
	<b>Certificates:</b> Should be HALAL Certified- <b>Mandatory</b>		

	<b>Other Mandatory Certificates:</b> IFS/HACCP/FSSC 22000 (at least one certificate should be available)		
	<b>Production Plant:</b> Made in certified HACCP environment HAM code-2160		
	<b>Shelf-life:</b> Minimum shelf Life – 01 Year from the date of Manufacture		
LAMB RACKCAPS OFF FROZEN	<b>Product condition:</b> Frozen Bone in Lamb Rack Cap Off Frenched 24oz up HAM 4756 W/Vac from the short loin-8 rib		
	<b>Length:</b> length of rib bone end to end 10cm -12cm - Length of rid from chine 110mm and bone exposed 5 cm		
	Frenched racks		
	<b>Country of Origin:</b> NZ/Australian origin		
	<b>Weight:</b> average 700gr and above		
	<b>Fat Level:</b> minimum fat Max tolerance Level 10% fat		
	<b>Packaging:</b> individually vacuum packed		
	<b>Temperature:</b> -18'C		
	<b>Labeling:</b> date of produce/expiry printed on the pack		
	<b>Certificates:</b> Should be HALAL Certified- <b>Mandatory</b>		
	<b>Other Mandatory Certificates:</b> /IFS/HACCP/FSSC 22000 (at least one certificate should be available)		
	<b>Shelf-life:</b> Minimum shelf Life – 01 Year from the date of Manufacture		
	<b>Production Plant:</b> Made in certified HACCP environment HAM code-2160		
LAMB LEG B/L FROZEN	<b>Product Condition:</b> Frozen Boneless Lamb Leg Shank Off Chump On		
	<b>Weight:</b> approx. 1-2kg /HAM 5061		
	<b>Fat Level:</b> Minimum fat should be below 10%		
	<b>Packaging:</b> individually vacuum packed		
	<b>Temperature:</b> -18'C		
	<b>Other Mandatory Certificates:</b> /IFS/HACCP/FSSC 22000 (at least one certificate should be available)		
	<b>Certificates:</b> should be HALAL Certified- <b>Mandatory</b>		
	<b>Production Plant:</b> Made in certified HACCP environment		
<b>Labeling:</b> Manufacturing Company Name/ storage temperature/ Production and expiry date/ Product name/			

	weight/ ingredient list in individual package and outer package		
	<b>Shelf-Life:</b> Minimum shelf Life – 01 Year from the date of Manufacture		
LAMB LOIN B/L WEDDEL FROZEN	<b>Product condition:</b> Frozen Boneless Lamb Eye of loin Rib Silver Skin off		
	<b>Country of Origin:</b> NZ/Australian origin		
	<b>Weight:</b> (1x4 Pieces per a packet) approximately 250gr each loin		
	<b>Fat Level:</b> minimum fat Max tolerance Level 10% fat		
	<b>Packaging:</b> individually vacuum packed		
	<b>Product Consistency:</b> it shall be free of any adulterants, extraneous material or additives		
	<b>Temperature:</b> -18'C		
	<b>Labeling:</b> date of produce/expiry printed on the pack		
	<b>Other Mandatory Certificates:</b> /IFS/HACCP/FSSC 22000 (at least one certificate should be available)		
	<b>Certificates:</b> Should be HALAL Certified- <b>Mandatory</b>		
	<b>Shelf-Life:</b> Minimum shelf Life – 01 Year from the date of Manufacture		
** The delivery schedule will be as per SLC requirement on staggered basis			

Customer Signature: - .....

**ANNEXURE E: Clientele Information Form (Mandatory Document)**

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

	Name of the Customer	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Goods and Service provided
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ANNEXURE F: - Sample Contract

**Supply of "MEAT ITEMS" for the year 2024-2025 to Sri Lankan Catering Limited**

THIS AGREEMENT made and entered in to in Colombo on this ... day of ....., Two Thousand and Twenty-Four (00/00/2024) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "SLC"), and
2. **M/s** ....., a Company incorporated in ..... bearing company registration no. .... and having its registered office at .....(hereinafter referred to as the "Supplier").

**WHEREAS**

- A. SLC is desirous of purchasing the "MEAT ITEMS" for the year 2024-2025 as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

**1.0 OBLIGATIONS OF SUPPLIER**

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required.

Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.

- 1.6 If or any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders places by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.
- 1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.
- 1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.
- SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.
- 1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- 1.10 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery SLC will purchase the goods from the market and transfer the cost to seller's account.

## **2.0 DELIVERY**

All Goods to be delivered to the designated location agreed by both parties. At the receiving Unit of SLC (Flight Kitchen, Katunayake) all items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage until the receiving point at the SLC, as agreed by the both parties. If the goods are not up to the SLC standard, supplier should take the responsibility of returned goods including all the costs involved.

## **3.0 GOODS IN TRANSIT**

The Supplier shall at all-time be held responsible for the goods in transit. All orders undertaken shall be supplied in good order as per the quantities, qualities and the specifications mentioned in the relevant Purchase Order.

Any damages, shortages, quality deviations to the goods while in transit shall be made correct immediately and all arrangements shall be made to comply with the original order.

All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

#### **4.0 PRICE**

The Supplier shall sell and SLC shall purchase the goods referred to in Annexure at prices listed therein from .....to the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

SLC shall reserves the right to decide the period of implementation within the period stated in the quotation application form.

#### **5.0 LEAD-TIME**

##### **5.1 For Foreign Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

##### **5.2 For Local Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

#### **6.0 TERM and TERMINATION OF CONTRACT**

6.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of 01 year (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

6.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 30 days written notice without cause (such termination to take effect on the expiry of the notice period).

6.3 SLC may terminate this Agreement forthwith in writing in the event the Supplier does not:

6.3.1 Provide the Goods at the time, manner and/or to the specifications/ quality required by SLC as per purchase orders pursuant to this Agreement;

6.3.2 Comply with the requirements and/or notices of SLC; and/or

6.3.3 Perform, fails or is failing in the performance of any of its obligations under this Agreement.

6.3.4 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:

6.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;

- 6.3.6 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
- 6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 6.5 On termination of this Agreement the Supplier shall only be entitled to 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 Supplier 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 Supplier (including its agents, employees and representatives) as a result of this Agreement.

## **7.0 INDEMNITY AND LIABILITY**

- 7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, 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:
  - 7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents employees or representatives;
  - 7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;
  - 7.1.4 defect(s) in the Goods provided under this Agreement;
  - 7.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.

- 7.1.8 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.
- 7.1.9 SLC shall indemnify and hold harmless the Supplier 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 Supplier or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

## **8.0 LIQUIDATED DAMAGES**

Liquidated damages for late delivery of Goods ordered shall be as follows;

- 8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.
- 8.2 Liquidated damages have stipulated in sub Clauses 9.1 and 9.2 of this clause shall also apply in the case where staggered deliveries are required.
- 8.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **9.0 NON-PERFORMANCE**

**9.1** In the event the Service Provider fails to discharge or perform its obligations under this Agreement within the contract period, full amount of the performance security will be forfeited.

## **10.0 PAYMENTS**

SLC shall pay the Supplier for each order based on the rates and currencies set out in Annexure. Subject to Clause 1.8, no increase in price/or rates shall be permitted.

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis for local suppliers and forty five (45) days credit period (Open Account) for foreign suppliers. No Advance payments requested will be accepted.

## **11.0 REJECTION OF GOODS**

In the event, where the Goods supplied fail to meet the requirements set out in Annexure and in the opinion of SLC are not keeping with the approved samples or not in keeping with this specification agreed or is in excess of or below the quantity ordered, SLC reserves the right to reject such Goods supplied and the supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges.

Any freight charges/delivery charges incurred in this regard shall be borne by the supplier.

## **12.0 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to the jurisdiction of the courts of Sri Lanka

## **13.0 FORCE MAJEURE:**

- 13.1 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.
- 13.2 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.

## **14.0 GENERAL**

- 14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.
- 14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.
- 14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.
- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.
- 14.5 Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.
- 14.6 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 left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;

14.7 Any cost charged to SLC which is not in complete with incoterms shall not be paid.

14.7.1 In the case of SLC to -

Attn : Ms. Himali Samarasinghe  
E-mail : [himali.samarasinghe@srilankacatering.com](mailto:himali.samarasinghe@srilankacatering.com)  
Tele : 0197334140  
Fax : 0197334140

14.7.2 in the case of Supplier to -

Address :  
Attn :  
E-mail :  
Tel :

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.

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of  
.....

.....  
Name:

.....  
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

## Annexure A

**Supplier** -

**Product** - "MEAT ITEMS"

**Specification** -

Item Description	Specification
BEEF FILLET/TENDER LOIN FROZEN	Average 1.8Kg and above, Max tolerance Level 10% fat, individually vacuum packed, temperature -18°C, date of produce/expiry printed on the pack - Should be HALAL Certified. Made in certified HACCP environment. HAM code-2160. Minimum shelf Life – 01 Year from the date of Manufacture, Should be HALAL Certified- <b>Mandatory, (As per the compliance Sheet)</b>
MUTTON LEG B/L FROZEN	NZ/Australian origin, average 3Kg and above, minimum fat Max tolerance Level 10% fat, individually vacuum packed, it shall be free of any adulterants, extraneous material or additives. temperature -18°C, date of produce/expiry printed on the pack, shank off , Should be HALAL Certified; <b>(As per the compliance Sheet)</b>
LAMB RACKCAPS OFF FROZEN	Frozen Bone in Lamb Rack Cap Off Frenched 24oz up HAM 4756 W/Vac from the short loin - 8 rib - length of rib bone end to end 10cm -12cm - Length of rid from chine 110mm and bone exposed 5 cm. Frenched racks, NZ/Australian origin, average 700gr and above, minimum fat Max tolerance Level 10% fat, individually vacuum packed, temperature -18°C, date of produce/expiry printed on the pack. Should be HALAL Certified: <b>(As per the compliance Sheet)</b>
LAMB LEG B/L FROZEN	Frozen Boneless Lamb Leg Shank Off Chump On, approx. 1-2kg /HAM 5061, Minimum fat should be below 10%, individually vacuum packed, temperature -18°C, should be HALAL Certified. Made in certified HACCP environment. Manufacturing Company Name/ storage temperature/ Production and expiry date/ Product name/ weight/ ingredient list in individual package and outer package. Minimum shelf Life – 01 Year from the date of Manufacture. <b>(As per the compliance Sheet)</b>
LAMB LOIN B/L WEDDEL FROZEN	Frozen Boneless Lamb Eye of loin Rib Silver Skin off, NZ/Australian origin, (1x4 Pieces per a packet) approximately 250gr each loin, minimum fat Max tolerance Level 10% fat, individually vacuum packed, it shall be free of any adulterants, extraneous material or additives. temperature -18°C, date of produce/expiry printed on the pack - Should be HALAL Certified . <b>(As per the compliance Sheet)</b>

**Price Schedule Form -**

No	Gr	Code	Item Description	U O M	Brand	Required Quantity per Annum	Price (Deliver to SLC) LKR (Duty Free)	Price				MOQ
								Sea		Air		
								FOB	CIF	FOB	CIF	
2	DB	BE201	BEEF FILLET/ TENDER LOIN FROZEN	KG		4,000						
3	DL	MU052	MUTTON LEG B/L FROZEN	KG		13,000						
4	DL	LA153	LAMB RACKCAPS OFF FROZEN	KG		1,000						
5	DL	LA054	LAB LEG B/L FROZEN	KG		5,000						
6	DL	LA101	LAMB LOIN B/L WEDDEL FROZEN	KG		100						

**Payment Terms -**

**Brand -**

**Price -**

**Price Validity period -**

For and on behalf of  
**SriLankan Catering Limited**

.....

Name:

Designation:

Witness:

For and on behalf of

.....

Name:

Designation:

Witness:

**ANNEXURE G: Vendor Information Form (Mandatory Document for New Suppliers)**



**VENDOR INFORMATION FORM**  
SRILANKAN CATERING LIMITED

<b>Section A – Basic Information of the Vendor</b>	
1. Registered Name of the Vendor	
2. Registered Address	3. Check Delivery Address
4. Date of Incorporation	5. Business Registration Number
6. Country of Incorporation	
7. Nature of the Business	8. Business Type (Local/ Import)
	9. Currency:
10. Telephone and Fax Numbers  Telephone : Fax :	11. E-mail Address
12. Other Contact Details (If Any)	
13. Registered Name and the Address of Local Agent (If Any)	

**Section B – Bank Details of the Vendor**

14. Name of the Bank and the Address

15. Account Number

16. SWIFT Code / SORT Code

17. Payment Terms

18. Registered for VAT : YES/ NO

If YES, VAT Registration Number :

**Section C – Details of the Directors, Shareholders and Related Parties**

19. Name(s) of the Directors

20. Name(s) of the Shareholders

21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	
22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	
23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited	

<b>Section D – Conflict of Interest</b>		
24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:		
	<b>Yes</b>	<b>No</b>
I. No SLC employee or SLC employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.		
II. No retired SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor’s Company.		
III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.		
IV. Vendor hereby declares it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract.		
V. Please note any exceptions below: Name of SLC employees, elected officials, or immediate family members with whom there may be a potential conflict of interest  I. Name :----- II. Relationship to employee:----- III. Interest in vendor’s company:----- IV. Other:-----		

**Section E – Supporting Documents**

25. Please Attach Copies of ,

- I. Business Registration
- II. Form 20 ( Names of the Directors)
- III. VAT/SVAT Registration/ Details
- IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead.
- V. Three Years Audit Statement Signed by Approved Accountant

As 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 the Vendor’s Authorized Signatory**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

**OFFICE USE ONLY**

<b>SECTION E : VENDOR REGISTRATION DETAILS</b>	
26. System	
<input style="width: 100%;" type="text" value="INFLAIR"/>	<input style="width: 100%;" type="text" value="ORACLE"/>
27. Supplier Selection Criteria	
28. Supplier Code	
29. Estimated Value of the Contact ( Based on the Estimated Consumption)	
Approval    Manager – Procurement and shipping	Approval    Manager - Finance

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
SriLankan Catering Limited,  
Bandaranaike International Airport,  
Katunayake.

Dear Sir,

**PROCESSING OF PAYMENTS THROUGH ONLINE/INTERNET BANKING**

This is to inform you that <Supplier Name> bank details as follows for transfer future payments.

<b>Company Details</b>	<b>Bank Details</b>
Name of the Bank (HNB account holders will get payment on the same day)	
Branch Name	
Account Number	
Bank Code (If any)	
Branch code (If any)	
SWIFT Code (If any)	
IBAN ( If any)	
<b>Contact Details</b>	
e-mail Address (for payment notification)	
Mobile Number (to send you remittance via SMS alternatively) (Not applicable for foreign Suppliers )	
Name of the contact person (to be contacted for clarifications, if any)	

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

.....  
<Authorized Signature>  
<Designation>



**INVITATION FOR SUBMISSION OF BIDS FOR**

**SUPPLY OF FROZEN CHICKEN THIGH SL & BL FOR 6 MONTHS JULY-DECEMBER (2024)**

**REFERENCE: SLC/DPC/GOODS/2024/040**

**CLOSING DATE/TIME: 17.07.2024, 11.00AM (SL Time), (GMT +5:30)**

**METHOD: ICB (INTERNATIONAL COMPETITIVE BIDDING)**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAIYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

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**Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 Sri Lankan Catering Ltd invites you to submit a bid for Supply of “Frozen Chicken Thigh BL &amp; SL” for as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Bid Securing Declaration Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Compliance sheet</li><li>• Annexure E : Clientele Information Form</li><li>• Annexure F : Sample Contract</li><li>• Annexure G : Vendor Information Form</li></ul>

	<b>C: Preparation of Bid</b>
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following: <b><u>Mandatory on Bid Submission</u></b></p> <ul style="list-style-type: none"> <li>• Section III.2 : Required Certificates (Mandatory)</li> <li>• Sections IV : Bid Submission Form (Mandatory)</li> <li>• Annexure B : Bid Securing Declaration Form (Mandatory)</li> <li>• Annexure C : Price Schedule Form (Mandatory)</li> <li>• Annexure D : Compliance sheet (Mandatory)</li> <li>• Annexure E : Clientele Information Form</li> <li>• Annexure G : Vendor Information Form (Mandatory for new suppliers) including requested documents( Business registration form, Form 20(Company director details), Tax registration certificate</li> <li>• Annexure H: Document check List (Mandatory)</li> </ul> <p>3.2 Quality Assurance Certificates</p> <ul style="list-style-type: none"> <li>• Refer the Section III.2 under the Schedule of Requirement (Section III)</li> </ul> <p>3.3 Other Product related Documents</p> <ul style="list-style-type: none"> <li>• Data/Product sheets, Analysis reports</li> </ul> <p>3.3 Documents to Establish Conformity of the service.</p> <ul style="list-style-type: none"> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03-year period</li> <li>• All other documents related to the Environmental Sustainability</li> </ul>
4. Bid Submission Form and Technical/General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid.</p> <p>5.3 Contract period will be 06 months.</p> <p>5.4 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.</p> <p>5.5 If the product is supplied from Sri Lanka, the price should be quoted in Sri Lankan Rupees. Also, the quoted price should EXCLUDE statutory charges and taxes; if these charges are applicable, same should be indicated separately (Not applicable for local duty-free bidders).</p>
6. Currency	<p>6.1 The Bidders shall confirm their currency in Annexure C The prevailing exchange rates published by the Central Bank of Sri Lanka on the date of bid opening will be considered for evaluation purposes</p>

7. Documents to Establish Conformity of the service	7.1 Refer the Section III.2 under the Schedule of Requirement
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 B.

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.
<b>D: Submission and Opening of Bid</b>	
11. Submission of Bid & Samples	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 22.1. or could be send to the secure mail which is <a href="mailto:supreg@srilankacatering.com">supreg@srilankacatering.com</a> and the subject line should be <b>“SLC/DPC/GOODS/2024/040/ Frozen Chicken Thigh ”</b> Confirmation of the submission should be informed to the contact person given in clause 25.1</p> <p>11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF “FROZEN CHICKEN THIGH SL &amp; BL” FOR 6 MONTHS PERIOD” SLC/DPC/GOODS/2024/040</b></p> <p>11.3 Please courier/Handover samples with each proposed label on Duty free basis (Latest Incoterms) along with the bid or within 7 days from the closing date of the Bid. All charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.4 unidentifiable samples will be subject to rejection. Any reference mentioned in the bid for each option should be clearly marked on the samples for easy identification of samples.</p> <p>11.5 It is advised to forward the bids in advance to the bid closing date and time.</p> <p>11.6 If any bidder wishes to hand deliver the bids and samples, please contact SriLankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II- Data sheet, clause 25.1 for contact details.</p>
12. Deadline for Submission of Bid	<p>12.1 Bid must be received by the SriLankan Catering Ltd to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. Clause 23.1</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
13. Late Bid	13.1 SriLankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above and 23.1.
14. Opening of Bids	14.1 SriLankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of SriLankan Catering Ltd and the Bidders on 17.07.2024 immediately after 11.00 a.m. SriLankan Time (GMT +5:30)

<b>E : Evaluation and Comparison of Bid</b>	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Catering Ltd 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 Catering Ltd shall not be considered.</p> <p>15.2 SriLankan Catering Ltd request for clarification and the response shall be in writing at SriLankan Catering Ltd email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.</p>
17. Evaluation of bid	<p>17. Sample will be subjected to following guidelines,</p> <ol style="list-style-type: none"> <li>I. Compliance to Technical Specification</li> <li>II. Product Evaluation (Physical/Microbiology Analysis/sensory)</li> <li>III. Quoted Price</li> <li>IV. Payment Term</li> <li>V. Quality Assurance certificates &amp; Past performance</li> </ol>
18. SriLankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	<p>18.1 SriLankan Catering Ltd 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>
<b>F: Award of Contract</b>	
19. Acceptance of the Bid	<p>19.1 SriLankan Catering Ltd 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>
20. Notification of acceptance	<p>20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within seven (14) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 10% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of 15 Months from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2.</p> <p>20.5 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 execute the Bid Security declaration. In the event Sri Lankan Catering Ltd may award the contract to the next lowest evaluated</p>

	bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.
--	--

**Section II: Data Sheet**

ITB Clause Reference	Submission of Bids
22.1	<p>1. The address for submission of Bids is for hand delivery/Courier            Attention : <b>Chief Executive Officer</b>            Address : <b>Sri Lankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b>  <b>The Sealed envelope shall bear the specific identification of the bid as indicated follows.</b>            BID Submission/ SLC/DPC/GOODS/2024/040</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids. Refer 25.1 clause.</p> <p>2. Online Submission should be mailed to  <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and subject line should be            « SLC/DPC/GOOD/2024/040 »</p>
23.1	<p>Deadline for submission of bids is on or before 17.07.2024, 11.00 a.m. SriLankan Time (GMT +5:30)</p> <ul style="list-style-type: none"> <li>• Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</li> <li>• Tender Reference Number and name should be clearly mention in the sample.</li> </ul>
24.1	<p>Opening of bids will be done public by SriLankan Catering Ltd bid opening committee in front of the Bidders. (Public opening as per clause 14.0)</p>
25.1	<p><b>For Clarification/ handing over bids/ samples:</b></p> <p>Contact Person : Geethani Peiris - Executive - Procurement and shipping            Telephone: +94 (0) 19733 4241/+94 (0) 710210323</p> <p>Sample: Sample should be delivered to the Consignee with Dispatch Note or Sample Free of Charge Invoice</p> <p>Attention : <b>Chief Executive Officer</b>            Address : <b>SriLankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b></p> <ul style="list-style-type: none"> <li>• Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</li> <li>• Tender Reference Number and name should be clearly mention in the sample.</li> </ul>

**Section III.I - Schedule of Requirements**

No	Gr	Code	Item Description	UOM	Estimated Required Quantity for 6 Months	Final Destination	Delivery Date
01	DC	CH403	FROZEN CHICKEN THIGH BL & SL	KG	78,215	SriLankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

Required the certificates as mentioned in III.2  
 Contract Period: 6 Months (July-December 2024)

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

### Certificates Requirement

➤ **HALAL certificate is Mandatory for all the Bidders.**

1. IF the Bidder is Manufacturer

- **Mandatory Requirement: At least one certificate should be available.**  
System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

2. If the Bidder is 3<sup>rd</sup> Party Vendor

- **Mandatory Requirement: At least one certificate should be available.**  
Manufacture's System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- **Mandatory Requirement: 3<sup>rd</sup> Party Vendor's facility details confirmation, including** No. of Chillers / Freezers in the premises and Temperature controls of the said Chillers / Freezers including calibration records. (Food Safety Verification)
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

Abbreviations of the certificates

BRC Certificate: British Retail Consortium

IFS Certificate: International Featured Standards

HACCP Certificate: Hazzard Analysis Critical Control Points

FSSC 22000 Certificate: Food Safety system Certification

**Section IV - Bid Submission Form**

**(Mandatory Document)**

[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 Catering Ltd

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 Supply of Frozen Chicken Thigh BL & SL for the 6 months period (July-December 2024)
- (c) The price of our bid is in in price schedule (Annexure C) with currency.....
  - 1. FROZEN CHICKEN THIGH BL & SL: .....
- (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 120 days after the bid submission deadline date.

Signed: .....

Name: .....

Date .....

## Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Catering Ltd prior to the commencement of the purchasing.
- II. Supplier is not allowed to change the price for entire 06-months contract period.
- III. Price to comply with incoterm issued by International Chamber of Commerce (2020).
- IV. Special terms and conditions of the bidder should be stated in the price schedule form separately.
- V. The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- VI. If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery, SLC will purchase the goods from the market and transfer the cost to seller's account.
- VII. The expected credit period is minimum 30 days instead appropriate payment methods will be considered. Advance payments requests are not accepted.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for Supply of Frozen Chicken Thigh Bl & SL for 6 months (2024) is hereby acknowledged.

You may expect to receive our proposal on or before **17/07/2024**, 11.00 a.m.

.....  
.....

We do not intend to submit a proposal because

.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

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

Date: ..... [insert date by bidder]

\*Name of contract -Supply of Frozen Chicken Thigh SL & BL for the 6 Months period (2024)

\*Invitation for Bid No: SLC/DPC/GOODS/2024/040

\*To: SriLankan Catering Ltd

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 been invited by SriLankan Catering, for the period of time of 120 days 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) .....

ANNEXURE B 2: Performance Security (Format)

FORM OF PERFORMANCE SECURITY (Unconditional)

-----[Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: ----- [Name and Address of Employer]

Date: ----- PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of ----- [name of contract and brief description of Works] (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 Contractor, 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], 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 -----, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_ [signature(s)]

**ANNEXURE C: Price Schedule Form**

**(Mandatory Document)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

SLC is BOI registered state-owned company and shipments under SLC can be cleared on duty free. Local Importers are encouraged to quote for duty free prices. Bidders can quote for most appropriate price option/options below.

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 1 (Local Vendors) (Deliver to SLC) LKR (Tax Exclusive)	Price Option 2		Currency	MOQ
									Sea			
									FOB	CIF		
1	DC	CH403	FROZEN CHICKEN THIGH SL & BL	KG		78,215						

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 3 (Local Importers) (Deliver to SLC) (Duty Free)	Price Option 4		Currency	MOQ
									AIR			
									FOB	CIF		
1	DC	CH403	FROZEN CHICKEN THIGH SL & BL	KG		78,215						

**Contract Period: 6 Months (July-December) 2024**

**Payment terms** : - .....

Refer Section V - General Conditions

**Local Suppliers: Delivery period of PO** : - .....

**Foreign suppliers: Lead Time: By SEA..... .By Air.....**

**Name of the bidder:-.....**

**Contact details** :- .....

**Address** :- .....

**Signature and company stamp :- .....**

**ANNEXURE D: Compliance sheet**

**(Mandatory Document)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer: .....

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
Frozen Chicken Thigh BL & SL	<ul style="list-style-type: none"> <li>- 100g to 120g each after thawed</li> <li>- No hormones</li> <li>- Fresh, IQF, low moisture content</li> <li>- Individually packed in 2 KG pack,</li> <li>- Temperature -18 0C</li> <li>- Batch number, expiry, manufacturer name to be mentioned</li> <li>- Tumbled Marginal with low water / brine / soda values</li> <li>- Natural muscle meat texture</li> <li>- HACCP facility supplied - full traceability required</li> <li>Halal only</li> <li>- No trace of bone or gristle</li> <li>- Only up to 6% fat allowance</li> <li>- Minimum 01 year shelf life from the date of manufacture</li> </ul>		
	Mandatory Certificates (BRC / IFS / HACCP / FSSC 22000) at least one certificate should be available		
	HALAL Certificate		
** The delivery schedule will be once a month.			

Counter Signature: - .....

**ANNEXURE E: Clientele Information Form**

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

	Name of the Customer	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Goods and Service provided
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ANNEXURE F: - Sample Contract

**Supply of "Frozen Chicken Thigh BI & SL" for the 6months period (2024) to Sri Lankan Catering Limited**

THIS AGREEMENT made and entered in to in Colombo on this ... day of ....., Two Thousand and Twenty-Four (00/00/2024) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "**SLC**"), and
2. **M/s** ....., a Company incorporated in ..... bearing company registration no. .... and having its registered office at ..... (hereinafter referred to as the "Supplier").

**WHEREAS**

- A. SLC is desirous of purchasing the "Frozen Chicken Thigh SL & BL " for 6 months as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

**1.0 OBLIGATIONS OF SUPPLIER**

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required.

Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.
- 1.6 If or any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders places

by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.

1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.

1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.

SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.

1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.

1.10 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery SLC will purchase the goods from the market and transfer the cost to seller's account.

## **2.0 DELIVERY**

All Goods to be delivered to the designated location agreed by both parties. At the receiving Unit of SLC (Flight Kitchen, Katunayake) all items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage (as per agreed Incoterm) until the agreed point at the SLC, as agreed by both parties. If the goods are not up to the SLC standard, supplier should take the responsibility of returned goods including all the costs involved.

## **3.0 GOODS IN TRANSIT**

The Supplier shall at all-time be held responsible for the goods in transit. All orders undertaken shall be supplied in good order as per the quantities, qualities and the specifications mentioned in the relevant Purchase Order.

Any damages, shortages, quality deviations to the goods while in transit shall be made correct immediately and all arrangements shall be made to comply with the original order.

All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

## **4.0 PRICE**

The Supplier shall sell and SLC shall purchase the goods referred to in Annexure(Price Schedule) at prices listed therein from .....**(Contract**

**Commence date).**to the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

SLC shall reserves the right to decide the period of implementation within the period stated in the quotation application form.

## **5.0 LEAD-TIME**

### **5.1 For Foreign Vendors**

SLC shall give the Supplier a notice of ..... to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

### **5.2 For Local Vendors**

SLC shall give the Supplier a notice of ..... to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

## **6.0 TERM and TERMINATION OF CONTRACT**

6.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of 06 months (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

6.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 30 days' written notice without cause (such termination to take effect on the expiry of the notice period).

6.3 SLC may terminate this Agreement forthwith in writing in the event the Supplier does not:

6.3.1 Provide the Goods at the time, manner and/or to the specifications/ quality required by SLC as per purchase orders pursuant to this Agreement;

6.3.2 Comply with the requirements and/or notices of SLC; and/or

6.3.3 Perform, fails or is failing in the performance of any of its obligations under this Agreement.

6.3.4 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:

6.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;

6.3.6 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

- 6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 6.5 On termination of this Agreement the Supplier shall only be entitled to 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 Supplier 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 Supplier (including its agents, employees and representatives) as a result of this Agreement.

## **7.0 INDEMNITY AND LIABILITY**

- 7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, 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:
  - 7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents' employees or representatives;
  - 7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;
  - 7.1.4 defect(s) in the Goods provided under this Agreement;
  - 7.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.
- 7.2 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.
- 7.3 SLC shall indemnify and hold harmless the Supplier 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 Supplier or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

## **8.0 LIQUIDATED DAMAGES**

Liquidated damages for late delivery of Goods ordered shall be as follows;

- 8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.
- 8.2 Liquidated damages have stipulated in sub-Clauses 9.1 and also apply in the case where staggered deliveries are required.
- 8.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **9.0 NON-PERFORMANCE**

**9.1** In the event the Service Provider fails to discharge or perform its obligations under this Agreement within the contract period, full amount of the performance security will be forfeited.

## **10.0 PAYMENTS**

SLC shall pay the Supplier for each order based on the rates and currencies set out in Annexure. Subject to Clause 1.8, no increase in price/or rates shall be permitted.

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis for local suppliers and forty five (45) days credit period (Open Account) for foreign suppliers. No Advance payments requested will be accepted.

## **11.0 REJECTION OF GOODS**

In the event, where the Goods supplied fail to meet the requirements set out in Annexure and in the opinion of SLC are not keeping with the approved samples or not in keeping with this specification agreed or is in excess of or below the quantity ordered, SLC reserves the right to reject such Goods supplied and the supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges.

Any freight charges/delivery charges incurred in this regard shall be borne by the supplier.

## **12.0 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to the jurisdiction of the courts of Sri Lanka

## **13.0 FORCE MAJEURE:**

- 13.1 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.

- 13.2 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.

#### **14.0 GENERAL**

- 14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.
- 14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.
- 14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.
- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.
- 14.5 Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.

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 left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;

- 13.2 Any cost charged to SLC which is not in complete with incoterms shall not be paid.

13.2.1 In the case of SLC to –

Attn	:	Ms. Himali Samarasinghe
E-mail	:	<a href="mailto:himali.samarasinghe@srilankancatering.com">himali.samarasinghe@srilankancatering.com</a>
Tele	:	0197334140
Fax	:	0197334140

13.2.2 in the case of Supplier to -

Address :

Attn :

E-mail :

Tel :

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.

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of  
.....

.....  
Name:

.....  
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

## Annexure A

**Supplier** -

**Product** - "Frozen chicken thigh boneless"

**Specification** -

Item Description	Specification
Frozen Chicken Thigh Boneless	<ul style="list-style-type: none"> <li>- 100g to 120g each after thawed</li> <li>- No hormones</li> <li>- Fresh, IQF, low moisture content</li> <li>- Individually packed in 2 KG pack,</li> <li>- Temperature -18 0C</li> <li>- Batch number, expiry, manufacturer name to be mentioned</li> <li>- Tumbled Marginal with low water / brine / soda values</li> <li>- Natural muscle meat texture</li> <li>- HACCP facility supplied - full traceability required</li> <li>Halal only</li>   <li>- No trace of bone or gristle</li> <li>- Only up to 6% fat allowance</li> <li>- Minimum 01-year shelf life from the date of manufacture</li> <li>- Mandatory Certificates (BRC / IFS / HACCP / FSSC 22000) at least one certificate should be available (As per compliance sheet)</li> <li>-</li> </ul>

Price Schedule Form

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 1 (Local Vendors) (Deliver to SLC) LKR (Tax Exclusive)	Price Option 2		Currency	MOQ
									Sea			
									FOB	CIF		
1	DC	CH403	FROZEN CHICKEN THIGH SL & BL	KG		78,215						

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 3 (Local Importers) (Deliver to SLC) (Duty Free)	Price Option 4		Currency	MOQ
									AIR			
									FOB	CIF		
1	DC	CH403	FROZEN CHICKEN THIGH SL & BL	KG		78,215						

Contract Period: 6 Months (July-December) 2024

Payment terms : - .....

Refer Section V - General Conditions

Local Suppliers: Delivery period of PO : - .....

Foreign suppliers: Lead Time: By SEA..... .By Air.....

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of

.....

.....

Name:

Name:

Designation:

Designation:

Witness:

Witness:

ANNEXURE G: Vendor Information Form



**VENDOR INFORMATION FORM**  
SRILANKAN CATERING LIMITED

**Section A – Basic Information of the Vendor**

1. Registered Name of the Vendor

2. Registered Address

3. Check Delivery Address

4. Date of Incorporation

5. Business Registration Number

6. Country of Incorporation

7. Nature of the Business

8. Business Type (Local/ Import)

9. Currency:

10. Telephone and Fax Numbers

11. E-mail Address

Telephone :  
Fax :

12. Other Contact Details (If Any)

13. Registered Name and the Address of Local Agent (If Any)

**Section B – Bank Details of the Vendor**

14. Name of the Bank and the Address

15. Account Number

16. SWIFT Code / SORT Code

17. Payment Terms

18. Registered for VAT : YES/ NO

If YES, VAT Registration Number :

**Section C – Details of the Directors, Shareholders and Related Parties**

19. Name(s) of the Directors

20. Name(s) of the Shareholders

21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	
22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	
23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited	

<b>Section D – Conflict of Interest</b>		
24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:		
	<b>Yes</b>	<b>No</b>
I. No SLC employee or SLC employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.		
II. No retired SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor’s Company.		
III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.		
IV. Vendor hereby declares it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract.		
V. Please note any exceptions below: Name of SLC employees, elected officials, or immediate family members with whom there may be a potential conflict of interest  I. Name :----- II. Relationship to employee:----- III. Interest in vendor’s company:----- IV. Other:-----		

**Section E – Supporting Documents**

25. Please Attach Copies of ,

- I. Business Registration
- II. Form 20 ( Names of the Directors)
- III. VAT/SVAT Registration/ Details
- IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead.
- V. Three Years Audit Statement Signed by Approved Accountant

As 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 the Vendor’s Authorized Signatory**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

**OFFICE USE ONLY**

**SECTION E : VENDOR REGISTRATION DETAILS**

26. System

INFLAIR

ORACLE

27. Supplier Selection Criteria

28. Supplier Code

29. Estimated Value of the Contact ( Based on the Estimated Consumption)

Approval

Approval

Manager – Procurement and shipping

Manager - Finance

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
SriLankan Catering Limited,  
Bandaranaike International Airport,  
Katunayake.

Dear Sir,

**PROCESSING OF PAYMENTS THROUGH ONLINE/INTERNET BANKING**

This is to inform you that <Supplier Name> bank details as follows for transfer future payments.

<b>Company Details</b>	<b>Bank Details</b>
Name of the Bank (HNB account holders will get payment on the same day)	
Branch Name	
Account Number	
Bank Code (If any)	
Branch code (If any)	
SWIFT Code (If any)	
IBAN ( If any)	
<b>Contact Details</b>	
e-mail Address (for payment notification)	
Mobile Number (to send you remittance via SMS alternatively) (Not applicable for foreign Suppliers )	
Name of the contact person (to be contacted for clarifications, if any)	

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

.....  
<Authorized Signature>  
<Designation>

## ANNEXURE H: Document Check List

Please submit the completed document check list along with the Bid with the below requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	Submitted/ Not Submitted	
Annexure B	Bid Security declaration	Mandatory	Submitted/ Not Submitted	
Annexure C	Price Schedule form	Mandatory	Submitted/ Not Submitted	
Annexure D	Compliance Sheet	Mandatory	Submitted/ Not Submitted	
Annexure G	Vendor Registration Form including Business Registration Certificate, Form 20(Directors/share holder details)	Mandatory for new suppliers	Submitted/ Not Submitted	
<b>Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected</b>				
ANNEXURE E	Clientele Information Form	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
<b>Section III.2</b>	Required Certificates(quality assurance/other product related)	Mandatory	Submitted/ Not Submitted	
	Financial Statements or bank statements	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Sales Details or Customer recommendations	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Data/Product sheets, Analysis reports	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
ANNEXURE H	<b>Document check List</b>	Mandatory	Submitted/ Not Submitted	

Successful Bidder/Bidders should submit the performance security as stated in Section 1, 20.4 and 20.5. Agree/ Not Agree

.....  
Date:

.....  
Name/ Signature

.....  
Company

Stamp



**INVITATION FOR SUBMISSION OF BIDS FOR**

**SUPPLY OF FROZEN CHICKEN BREAST BL & SL FOR 6 MONTHS (2024)**

**REFERENCE: SLC/DPC/GOODS/2024/042**

**CLOSING DATE/TIME: 17.07.2024, 11.00AM (SL Time), (GMT +5:30)**

**Method: ICB (International Competitive Bidding)**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAIYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

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**Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 Sri Lankan Catering Ltd invites you to submit a bid for Supply of “Frozen Chicken Breast SL &amp; BL for 6 months (2024)” for as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Bid Securing Declaration Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Compliance sheet</li><li>• Annexure E : Clientele Information Form</li><li>• Annexure F : Sample Contract</li><li>• Annexure G : Vendor Information Form</li><li>• Annexure H: Document Check List</li></ul>

	<b>C: Preparation of Bid</b>
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following: <b><u>Mandatory on Bid Submission</u></b></p> <ul style="list-style-type: none"> <li>• Section III.2 : Required Certificates (Mandatory)</li> <li>• Sections IV : Bid Submission Form (Mandatory)</li> <li>• Annexure B : Bid Securing Declaration Form (Mandatory)</li> <li>• Annexure C : Price Schedule Form (Mandatory)</li> <li>• Annexure D : Compliance sheet (Mandatory)</li> <li>• Annexure E : Clientele Information Form</li> <li>• Annexure G : Vendor Information Form (Mandatory for new suppliers) including requested documents( Business registration form, Form 20(Company director details), Tax registration certificate</li> <li>• Annexure H: Document check List (Mandatory)</li> </ul> <p>3.2 Quality Assurance Certificates</p> <ul style="list-style-type: none"> <li>• Refer the Section III.2 under the Schedule of Requirement (Section III)</li> </ul> <p>3.3 Other Product related Documents</p> <ul style="list-style-type: none"> <li>• Data/Product sheets, Analysis reports</li> </ul> <p>3.3 Documents to Establish Conformity of the service.</p> <ul style="list-style-type: none"> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03-year period</li> <li>• All other documents related to the Environmental Sustainability</li> </ul>
4. Bid Submission Form and Technical/General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid.</p> <p>5.3 Contract period will be 06 months.</p> <p>5.4 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.</p> <p>5.5 If the product is supplied from Sri Lanka, the price should be quoted in Sri Lankan Rupees. Also, the quoted price should EXCLUDE statutory charges and taxes; if these charges are applicable, same should be indicated separately (Not applicable for local duty-free bidders).</p>
6. Currency	<p>6.1 The Bidders shall confirm their currency in Annexure C The prevailing exchange rates published by the Central Bank of Sri Lanka on the date of bid opening will be considered for evaluation purposes</p>

7. Documents to Establish Conformity of the service	7.1 Refer the Section III.2 under the Schedule of Requirement
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 B.
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.
<b>D: Submission and Opening of Bid</b>	
11. Submission of Bid & Samples	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 22.1. or could be send to the secure mail which is <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and the subject line should be “SLC/DPC/GOODS/2024/042/ Frozen Chicken Breast ” Confirmation of the submission should be informed to the contact person given in clause 25.1</p> <p>11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF “FROZEN CHICKEN BREAST SL &amp; BL” FOR 6 MONTHS PERIOD” SLC/DPC/GOODS/2024/042</b></p> <p>11.3 Bidders should arrange the samples (courier/Air or Sea Freight/Hand deliver) for the products of each proposed label on/before Bid closing date or within 4 days from closing the bid. All charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.4 unidentifiable samples will be subject to rejection. Any reference mentioned in the bid for each option should be clearly marked on the samples for easy identification of samples.</p> <p>11.5 It is advised to forward the bids in advance to the bid closing date and time.</p> <p>11.6 If any bidder wishes to hand deliver the bids and samples, please contact Sri Lankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II- Data sheet, clause 25.1 for contact details.</p>
12. Deadline for Submission of Bid	<p>12.1 Bid must be received by the Sri Lankan Catering Ltd to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. Clause 23.1</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
13. Late Bid	13.1 SriLankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above and 23.1.

14. Opening of Bids	14.1 SriLankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of SriLankan Catering Ltd and the Bidders on 17.07.2024 immediately after 11.00 a.m. SriLankan Time (GMT +5:30)
<b>E : Evaluation and Comparison of Bid</b>	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Catering Ltd 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 Catering Ltd shall not be considered.</p> <p>15.2 SriLankan Catering Ltd request for clarification and the response shall be in writing at SriLankan Catering Ltd email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.</p>
17. Evaluation of bid	<p>17. Sample will be subjected to following guidelines,</p> <ol style="list-style-type: none"> <li>I. Compliance to Technical Specification</li> <li>II. Product Evaluation (Physical/Microbiology Analysis/Sensory)</li> <li>III. Quoted Price</li> <li>IV. Payment Term</li> <li>V. Quality Assurance certificates &amp; Past performance</li> </ol>
18. SriLankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	18.1 SriLankan Catering Ltd 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.
<b>F: Award of Contract</b>	
19. Acceptance of the Bid	19.1 SriLankan Catering Ltd will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
20. Notification of acceptance	<p>20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of</p>

	<p>10% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of 45 Days from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2.</p> <p>20.5 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 execute the Bid Security declaration. In the event Sri Lankan Catering Ltd may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.</p>
--	--

**Section II: Data Sheet**

ITB Clause Reference	Submission of Bids
22.1	<p>1. The address for submission of Bids is for hand delivery/Courier            Attention : <b>Chief Executive Officer</b>            Address : <b>Sri Lankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b>  <b>The Sealed envelope shall bear the specific identification of the bid as indicated follows.</b>  <b>BID Submission/ SLC/DPC/GOODS/2024/042 /CHICKEN BREAST</b></p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids. Refer 25.1 clause.</p> <p>2. Online Submission should be mailed to  <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and subject line should be            « SLC/DPC/GOODS/2024/042 »</p>
23.1	<p>Deadline for submission of bids is on or before 17.07.2024, 11.00 a.m. SriLankan Time (GMT +5:30)</p> <ul style="list-style-type: none"> <li>• Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</li> <li>• Tender Reference Number and name should be clearly mention in the sample.</li> </ul>
24.1	<p>Opening of bids will be done public by SriLankan Catering Ltd bid opening committee in front of the Bidders. (Public opening as per clause 14.0)</p>
25.1	<p><b>For Clarification/ handing over bids/ samples:</b></p> <p>Contact Person : Geethani Peiris - Executive - Procurement and shipping            Telephone: +94 (0) 19733 4241/+94 (0) 710210323</p> <p>Sample: Sample should be delivered to the Consignee with Dispatch Note or Sample Free of Charge Invoice</p> <p>Attention : <b>Chief Executive Officer</b>            Address : <b>SriLankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b></p> <ul style="list-style-type: none"> <li>• Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</li> <li>• Tender Reference Number and name should be clearly mention in the sample.</li> </ul>

**Section III.I - Schedule of Requirements**

No	Gr	Code	Item Description	UOM	Estimated Required Quantity for 6 Months	Final Destination	Delivery Date
01	DC	CH001	FROZEN CHICKEN BREAST BL & SL	KG	55,603	SriLankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

**Required the certificates as mentioned in III.2  
Contract Period: 6 Months (July -December 2024)**

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

### Certificates Requirement

➤ **HALAL certificate is Mandatory for all the Bidders.**

1. IF the Bidder is Manufacturer

- **Mandatory Requirement: At least one certificate should be available.**  
System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

2. If the Bidder is 3<sup>rd</sup> Party Vendor

- **Mandatory Requirement: At least one certificate should be available.**  
Manufacture's System certificates, having such as BRC / IFS / HACCP / FSSC 22000 / issued by global certification body.
- **Mandatory Requirement: 3<sup>rd</sup> Party Vendor's facility details confirmation, including No. of Chillers / Freezers in the premises and Temperature controls of the said Chillers / Freezers including calibration records. (Food Safety Verification)**
- Confirmation of the surveillance audits conducted by global certification body (within the System Certification period)
- Applicable product certificates

Abbreviations of the certificates

BRC Certificate: British Retail Consortium

IFS Certificate: International Featured Standards

HACCP Certificate: Hazzard Analysis Critical Control Points

FSSC 22000 Certificate: Food Safety system Certification

**Section IV - Bid Submission Form**

**(Mandatory Document)**

[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 Catering Ltd

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 Supply of and Frozen Chicken Breast BL & SL for the 6 months period (July-December)
- (c) The price of our bid is in in price schedule (Annexure C) with currency.....
  - 1. FROZEN CHICKEN BREAST BL & SL: .....
- (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 120 days after the bid submission deadline date.

Signed: .....

Name: .....

Date .....

## Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Catering Ltd prior to the commencement of the purchasing.
- II. Supplier is not allowed to change the price for entire 06-months contract period (July-December 2024)
- III. Price to comply with incoterm issued by International Chamber of Commerce (2020).
- IV. Special terms and conditions of the bidder should be stated in the price schedule form separately.
- V. The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- VI. If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery, SLC will purchase the goods from the market and transfer the cost to seller's account.
- VII. The credit period will be Thirty (30) Days for local suppliers and forty five (45) Days credit period(Open Payments) for foreign suppliers. No Advance payments shall be made.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for Supply of Frozen Chicken Breast Bl & SL for 6 months (2024) is hereby acknowledged.

You may expect to receive our proposal on or before **17/07/2024, 11.00 a.m.**

.....  
.....

We do not intend to submit a proposal because

.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

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

Date: ..... [insert date by bidder]

\*Name of contract -Supply of Frozen Chicken Breast SL & BL for the 6 Months period (July-December 2024)

\*Invitation for Bid No: SLC/DPC/GOODS/2024/040

\*To: SriLankan Catering Ltd

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 been invited by SriLankan Catering, for the period of time of 120 days 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] .....

ANNEXURE B 2: Performance Security (Format)

FORM OF PERFORMANCE SECURITY (Unconditional)

-----[Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: ----- [Name and Address of Employer]

Date: ----- PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of ----- [name of contract and brief description of Works] (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 Contractor, 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], 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 -----, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_ [signature(s)]

Schedule Form

(Mandatory Document)

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

SLC is BOI registered state-owned company and shipments under SLC can be cleared on duty free. Local Importers are encouraged to quote for duty free prices. Bidders can quote for the most appropriate price option/options below.

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 1 (Local Vendors) (Deliver to SLC) LKR (Tax Exclusive)	Price Option 2		Currency	MOQ
									Sea			
									FOB	CIF		
1	DC	CH001	FROZEN CHICKEN BREAST SL & BL	KG		55,603						

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per 6 months.	Supplier's Supply Capacity	Price Option 3 (Local Importers) (Deliver to SLC) (Duty Free)	Price Option 4		Currency	MOQ
									AIR			
									FOB	CIF		
1	DC	CH001	FROZEN CHICKEN BREAST SL & BL	KG		55,603						

Contract Period: 6 Months (July-December) 2024

Payment terms : - .....

Refer Section V - General Conditions

Local Suppliers: Delivery period of PO : - .....

Foreign suppliers: Lead Time: By SEA..... .By Air.....

Name of the bidder:-.....

Contact details :- .....

Address :- .....

Signature and company stamp :- .....

**ANNEXURE D: Compliance sheet**

**(Mandatory Document)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer: .....

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
Frozen Chicken Breast BL & SL	<ul style="list-style-type: none"> <li>- 120g to 140g each after thawed</li> <li>- No hormones</li> <li>- Fresh, IQF, low moisture content</li> <li>- Individually packed in 2 KG pack,</li> <li>- Temperature -18 0C</li> <li>- Batch number, expiry, manufacturer name to be mentioned</li> <li>- Tumbled Marginal with low water / brine / soda values</li> <li>- Natural muscle meat texture</li> <li>- HACCP facility supplied - full traceability required</li> <li>Halal only</li> <li>- No trace of bone or gristle</li> <li>- Only up to 6% fat allowance</li> <li>- Minimum 01 year shelf life from the date of manufacture</li> </ul>		
	Mandatory Certificates (BRC / IFS / HACCP / FSSC 22000) at least one certificate should be available)		
	HALAL Certificate- Mandatory		
** The delivery schedule will be once a month.			

Counter Signature: - .....

**ANNEXURE E: Clientele Information Form**

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

	Name of the Customer	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Goods and Service provided
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ANNEXURE F: - Sample Contract

**Supply of "Frozen Chicken Breast BI & SL" for the 6months period (2024) to Sri Lankan Catering Limited**

THIS AGREEMENT made and entered in to in Colombo on this ... day of ....., Two Thousand and Twenty-Four (00/00/2024) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "**SLC**"), and
2. **M/s** ....., a Company incorporated in ..... bearing company registration no. .... and having its registered office at ..... (hereinafter referred to as the "**Supplier**").

**WHEREAS**

- A. SLC is desirous of purchasing the "Frozen Chicken Breast SL & BL" for 6 months(2024) as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

**1.0 OBLIGATIONS OF SUPPLIER**

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required.

Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery within agreed time period, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.

- 1.6 If for any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders placed by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.
- 1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.
- 1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.
- SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.
- 1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- 1.10 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo in the PO, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to seller's account. In case of non-delivery SLC will purchase the goods from the market and transfer the cost to seller's account.

## **2.0 DELIVERY**

All Goods to be delivered to the designated location agreed by both parties as per schedule of requirement (Incoterm/Local delivery term). At the receiving Unit of SLC (Flight Kitchen, Katunayake) all items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage (as per agreed Incoterm) until the agreed point at the SLC, as agreed by both parties. If the goods are not up to the SLC standard, supplier should take the responsibility of returned goods including all the costs involved.

## **3.0 GOODS IN TRANSIT**

The Supplier shall at all-time be held responsible for the goods in transit. All orders undertaken shall be supplied in good order as per the quantities, qualities and the specifications mentioned in the relevant Purchase Order.

Any damages, shortages, quality deviations to the goods while in transit shall be made correct immediately and all arrangements shall be made to comply with the original order.

All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

#### **4.0 PRICE**

The Supplier shall sell and SLC shall purchase the goods referred to in Annexure at prices listed therein from .....to the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

SLC shall reserves the right to decide the period of implementation within the period stated in the quotation application form.

#### **5.0 LEAD-TIME**

##### **5.1 For Foreign Vendors**

SLC shall give the Supplier a notice of ..... to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

##### **5.2 For Local Vendors**

SLC shall give the Supplier a notice of ..... to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

#### **6.0 TERM and TERMINATION OF CONTRACT**

6.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of 06 months (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

6.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 30 days' written notice without cause (such termination to take effect on the expiry of the notice period).

6.3 SLC may terminate this Agreement forthwith in writing in the event the Supplier does not:

6.3.1 Provide the Goods at the time, manner and/or to the specifications/ quality required by SLC as per purchase orders pursuant to this Agreement;

6.3.2 Comply with the requirements and/or notices of SLC; and/or

6.3.3 Perform, fails or is failing in the performance of any of its obligations under this Agreement.

6.3.4 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:

6.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;

6.3.6 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

- 6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 6.5 On termination of this Agreement the Supplier shall only be entitled to 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 Supplier 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 Supplier (including its agents, employees and representatives) as a result of this Agreement.

## **7.0 INDEMNITY AND LIABILITY**

- 7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, 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:
  - 7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents' employees or representatives;
  - 7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;
  - 7.1.4 defect(s) in the Goods provided under this Agreement;
  - 7.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.
- 7.2 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.
- 7.3 SLC shall indemnify and hold harmless the Supplier 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 Supplier

or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

## **8.0 LIQUIDATED DAMAGES**

Liquidated damages for late delivery of Goods ordered shall be as follows;

- 8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.
- 8.2 Liquidated damages have stipulated in sub-Clauses 9.1 and also apply in the case where staggered deliveries are required.
- 8.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **9.0 NON-PERFORMANCE**

**9.1** In the event the Service Provider fails to discharge or perform its obligations under this Agreement within the contract period, full amount of the performance security will be forfeited.

## **10.0 PAYMENTS**

SLC shall pay the Supplier for each order based on the rates and currencies set out in Annexure. Subject to Clause 1.8, no increase in price/or rates shall be permitted.

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis for local suppliers and forty five (45) days credit period (Open Account) for foreign suppliers. No Advance payments requested will be accepted.

## **11.0 REJECTION OF GOODS**

In the event, where the Goods supplied fail to meet the requirements set out in Annexure and in the opinion of SLC are not keeping with the approved samples or not in keeping with this specification agreed or is in excess of or below the quantity ordered, SLC reserves the right to reject such Goods supplied and the supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges.

Any freight charges/delivery charges incurred in this regard shall be borne by the supplier.

## **12.0 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to the jurisdiction of the courts of Sri Lanka

## **13.0 FORCE MAJEURE:**

- 13.1 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.
- 13.2 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.

#### **14.0 GENERAL**

- 14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.
- 14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.
- 14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.
- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.
- 14.5 Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.
- 14.6 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 left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;
- 14.2 Any cost charged to SLC which is not in complete with incoterms shall not be paid.

14.2.1 In the case of SLC to –

Attn : Ms. Himali Samarasinghe  
E-mail : [himali.samarasinghe@srilankancatering.com](mailto:himali.samarasinghe@srilankancatering.com)  
Tele : 0197334140  
Fax : 0197334140

14.2.2 in the case of Supplier to -

Address :  
Attn :  
E-mail :  
Tel :

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.

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of  
.....

.....  
Name:

.....  
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

## Annexure A

**Supplier** -

**Product** - "Frozen chicken breast boneless & Skinless"

**Specification** -

Item Description	Specification
Frozen Chicken Breast SL & BL	<ul style="list-style-type: none"> <li>- 120g to 140g each after thawed</li> <li>- No hormones</li> <li>- Fresh, IQF, low moisture content</li> <li>- Individually packed in 2 KG pack,</li> <li>- Temperature -18 0C</li> <li>- Batch number, expiry, manufacturer name to be mentioned</li> <li>- Tumbled Marginal with low water / brine / soda values</li> <li>- Natural muscle meat texture</li> <li>- HACCP facility supplied - full traceability required</li> <li>Halal only</li> <li>- No trace of bone or gristle</li> <li>- Only up to 6% fat allowance</li> </ul> <p>Minimum 01 year shelf life from the date of manufacture As per the Compliancy sheet Mandatory Certificates (BRC / IFS / HACCP / FSSC 22000) at least one certificate should be available) As per the compliance sheet</p>

**Price Schedule Form** -

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Price (Deliver to SLC) LKR (Duty Free)	Price				MOQ
								Sea		Air		
								FOB	CIF	FOB	CIF	
1	DC	CH403	Frozen Chicken Breast BL & SL	KG		156,429						

**Payment Terms** -

**Brand** -

**Currency** -

**Price** -

**Price Validity period -**

For and on behalf of

For and on behalf of

**SriLankan Catering Limited**

.....

.....

Name:

Name:

Designation:

Designation:

Witness:

Witness:

ANNEXURE G: Vendor Information Form



**VENDOR INFORMATION FORM**  
SRILANKAN CATERING LIMITED

**Section A – Basic Information of the Vendor**

1. Registered Name of the Vendor

2. Registered Address

3. Check Delivery Address

4. Date of Incorporation

5. Business Registration Number

6. Country of Incorporation

7. Nature of the Business

8. Business Type (Local/ Import)

9. Currency:

10. Telephone and Fax Numbers

Telephone :  
Fax :

11. E-mail Address

12. Other Contact Details (If Any)

13. Registered Name and the Address of Local Agent (If Any)

**Section B – Bank Details of the Vendor**

14. Name of the Bank and the Address

15. Account Number

16. SWIFT Code / SORT Code

17. Payment Terms

18. Registered for VAT : YES/ NO

If YES, VAT Registration Number :

**Section C – Details of the Directors, Shareholders and Related Parties**

19. Name(s) of the Directors

20. Name(s) of the Shareholders

21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	
22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	
23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited	

<b>Section D – Conflict of Interest</b>		
24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:		
	<b>Yes</b>	<b>No</b>
I. No SLC employee or SLC employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.		
II. No retired SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor’s Company.		
III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.		
IV. Vendor hereby declares it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract.		
V. Please note any exceptions below: Name of SLC employees, elected officials, or immediate family members with whom there may be a potential conflict of interest  I. Name :----- II. Relationship to employee:----- III. Interest in vendor’s company:----- IV. Other:-----		

**Section E – Supporting Documents**

25. Please Attach Copies of ,

- I. Business Registration
- II. Form 20 ( Names of the Directors)
- III. VAT/SVAT Registration/ Details
- IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead.
- V. Three Years Audit Statement Signed by Approved Accountant

As 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 the Vendor’s Authorized Signatory**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

**OFFICE USE ONLY**

**SECTION E : VENDOR REGISTRATION DETAILS**

26. System

INFLAIR

ORACLE

27. Supplier Selection Criteria

28. Supplier Code

29. Estimated Value of the Contact ( Based on the Estimated Consumption)

Approval

Approval

Manager – Procurement and shipping

Manager - Finance

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
SriLankan Catering Limited,  
Bandaranaike International Airport,  
Katunayake.

Dear Sir,

**PROCESSING OF PAYMENTS THROUGH ONLINE/INTERNET BANKING**

This is to inform you that <Supplier Name> bank details as follows for transfer future payments.

<b>Company Details</b>	<b>Bank Details</b>
Name of the Bank (HNB account holders will get payment on the same day)	
Branch Name	
Account Number	
Bank Code (If any)	
Branch code (If any)	
SWIFT Code (If any)	
IBAN ( If any)	
<b>Contact Details</b>	
e-mail Address (for payment notification)	
Mobile Number (to send you remittance via SMS alternatively) (Not applicable for foreign Suppliers )	
Name of the contact person (to be contacted for clarifications, if any)	

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

.....  
<Authorized Signature>  
<Designation>

## ANNEXURE H: Document Check List

Please submit the completed document check list along with the Bid with the below requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	Submitted/ Not Submitted	
Annexure B	Bid Security declaration	Mandatory	Submitted/ Not Submitted	
Annexure C	Price Schedule form	Mandatory	Submitted/ Not Submitted	
Annexure D	Compliance Sheet	Mandatory	Submitted/ Not Submitted	
Annexure G	Vendor Registration Form including Business Registration Certificate, Form 20(Directors/share holder details)	Mandatory for new suppliers	Submitted/ Not Submitted	
<b>Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected</b>				
ANNEXURE E	Clientele Information Form	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
Section III.2	Required Certificates (quality assurance/other product related)	Mandatory	Submitted/ Not Submitted	
	Financial Statements or bank statements	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Sales Details or Customer recommendations	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Data/Product sheets, Analysis reports	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
ANNEXURE H	<b>Document check List</b>	Mandatory	Submitted/ Not Submitted	

.....  
Date:  
Stamp

.....  
Name/ Signature

.....  
Company



**INVITATION FOR SUBMISSION OF BIDS FOR**

**SUPPLY OF LIQUOR ITEMS FOR YEAR 2024-2025**

**REFERENCE: SLC/DPC/GOODS/2024/038**

**CLOSING DATE: 01 JULY 2024**

**TIME: 11.00 AM SL TIME) ,**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAIYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

**Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 SriLankan Catering Ltd invites you to submit a bid for Supply of “liquor” For The Year 2024-2025 as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Document Check List</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Bid Securing Declaration Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Compliance sheet</li><li>• Annexure E : Clientele Information Form</li><li>• Annexure F : Sample Contract</li><li>• Annexure G : Vendor Information Form</li></ul>

	<b>C: Preparation of Bid</b>
3. Documents Comprising your Bid	<p>3.1 The Bidder Shall Complete &amp; submit following documents with authorized signature &amp; Stamp.</p> <ul style="list-style-type: none"> <li>• Document check List.</li> <li>• Sections IV: Bid Submission Form -Mandatory</li> <li>• Annexure B: Bid Securing Declaration Form - Mandatory</li> <li>• Annexure C: Price Schedule Form- Mandatory</li> <li>• Annexure D: Compliance sheet - Mandatory</li> <li>• Annexure E: Clientele Information Form</li> <li>• Annexure G : Vendor Information Form</li> </ul>
4. Bid Submission Form and Technical/General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid.</p> <p>5.3 Contract period will be 01 year</p> <p>5.4 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.</p>
6. Currency	<p>6.1 The Bidders shall quote in appropriate currency according to the price schedule in annexure c</p>
7. Documents to Establish Conformity of the service	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> <li>• Data sheet of the product</li> <li>• Form 20 (Company Director details)</li> <li>• Business registration form</li> <li>• Quality accreditations for the product/ production process (ISO/HACCP/GMP etc.)</li> <li>• All other documents related to the Environmental Sustainability</li> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03 year period</li> </ul>
8. Period of Validity of bid	<p>8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.</p>
9. Bid Securing Declaration	<p>9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure B.</p>

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.
<b>D: Submission and Opening of Bid</b>	
11. Submission of Bid & Samples	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 22.1. or could be send to the secure mail which is <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and subject line should be <b>“SLC/DPC/GOODS/2024/038/LIQUOR”</b>. Confirmation of the submission should be informed to the contact person given in clause 25.1</p> <p>11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF “LIQUOR FOR THE YEAR 2024-2025” SLC/DPC/GOODS/2024/038</b></p> <p>11.3 Samples may be requested if a requirement arises and all charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.4 unidentifiable samples will be subject to rejection. Any reference mentioned in the bid for each option should be clearly marked on the samples for easy identification of samples.</p> <p>11.5 It is advised to forward the bids in advance to the bid closing date and time.</p> <p>11.6 If any bidder wishes to hand deliver the bids , please contact SriLankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II-Data sheet, clause 25.1 for contact details.</p>
12. Deadline for Submission of Bid	<p>12.1 Bid must be received by the SriLankan Catering Ltd to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. Clause 23.1</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
13. Late Bid	13.1 SriLankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above and 23.1.

14. Opening of Bids	14.1 SriLankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of SriLankan Catering Ltd and the Bidders on 01 JULY 2024 immediately after 11.00 a.m. SriLankan Time (GMT +5:30)
<b>E : Evaluation and Comparison of Bid</b>	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Catering Ltd 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 Catering Ltd shall not be considered.</p> <p>15.2 SriLankan Catering Ltd request for clarification and the response shall be in writing at SriLankan Catering Ltd email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.</p>
17. Evaluation of bid	<p>17.1 Sample will be subjected to following guidelines,</p> <ol style="list-style-type: none"> <li>I. Compliance to Product Specification</li> </ol> <p>17.2 Quoted Price</p> <p>17.3 Payment Term</p> <p>17.4 Delivery term</p> <p>17.5 Past Performance and Customer recommendations</p>
18. SriLankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	18.1 SriLankan Catering Ltd 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.
<b>F: Award of Contract</b>	
19. Acceptance of the Bid	19.1 SriLankan Catering Ltd will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
20. Notification of acceptance	<p>20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within fourteen (14) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p><u>Performance Security</u></p> <p>20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 5% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of</p>

	15 months from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2.
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**Section II: Data Sheet**

ITB Clause Reference	Submission of Bids
22.1	<p>1. The address for submission of Bids is for hand delivery/courier.  <b>Attention: Chief Executive Officer</b>  <b>Address: SriLankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b></p> <p>The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p><b>“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF</b>  <b>“LIQUOR FOR THE YEAR 2024-2025” / SLC/DPC/GOODS/2024/038</b></p> <p>2. Online Bid submission should be mailed to  <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and subject line should be  <b>“SLC/DPC/GOODS/2024/038/LIQUOR”</b></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></p>
23.1	<p>Deadline for submission of bids is on 01 JULY 2024, 11.00 a.m. SriLankan Time (GMT +5:30)</p> <ul style="list-style-type: none"> <li>• <b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></li> <li>• <b>Tender Reference Number and name should be clearly mentioned on the Bid.</b></li> </ul>
24.1	<p>Opening of bids will be done public by SriLankan Catering Ltd bid opening committee in front of the Bidders. (Public opening as per clause 14.0)</p>
25.1	<p><b>For Clarification/ Inquiries</b></p> <p>Contact Person : Geethani Peiris - Executive - Procurement and shipping</p> <p>Telephone: +94 (0) 19733 4241/+94 (0) 710210323</p> <p>E mail address: <a href="mailto:geethani.peiris@srilankancatering.com">geethani.peiris@srilankancatering.com</a></p> <p>Sample: Sample should be delivered to the Consignee: (If SLC requests)</p> <p>Attention : <b>Chief Executive Officer</b></p> <p>Address : <b>SriLankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b></p> <ul style="list-style-type: none"> <li>• <b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></li> </ul>

**Section III - Schedule of Requirements**

<b>NO</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>UOM</b>	<b>ANNUAL CONSUMPTION</b>
01	ADWI304	RW MCG BL LBL MERLOT 187ML	RED WINE	EA	3650
02	ADWI305	RW MCG BL LBL SHIRAZ 187ML	RED WINE	EA	3650
03	ADWI310	RW MCG BL LBL RED 750ML	RED WINE	EA	1825
04	ADWI312	RW MCG BL LBL MERLOT 750ML	RED WINE	EA	1095
05	ADWI302	WW MCG BL LBL CHARDONNEY 187ML	WHITE WINE	EA	3650
06	ADWI303	WW MC BL SAUVIGNON BLANC 187ML	WHITE WINE	EA	3650
07	ADWI306	WW MCG BL LBL CHARDONNEY 750ML	WHITE WINE	EA	1095
08	ADWI308	WW MCG BL LBL PINOT GRIGIO 750	WHITE WINE	EA	1460
09	ADWI326	WW S H SAUVIGNON BLANC 750ML	WHITE WINE	EA	2920
10	ADWI353	CAB SAUV SHIRAZ SIMONSIG 187ML	WHITE WINE	EA	3650
11	LHCC001	CANADIAN CLUB 750ML	WHISKEY	EA	36
12	LHWH001	WHISKEY RED LABEL 1LT	WHISKEY	EA	365
13	LHWH027	WHISKEY BLACK LABEL 1LT	WHISKEY	EA	1825
14	LHWH053	WHISKY CHIVAS REGAL 12 1LT	WHISKEY	EA	1095
15	LHWH102	WHISKY JACK DANIEL 1LT	WHISKEY	EA	730
16	LHWH108	GLENIVET SINGLE MALT WHISKY 1L	WHISKEY	EA	1095
17	LHWH109	GLEN FIDDICH 12 YO 1LTR	WHISKEY	EA	146
18	LBBE055	BEER CORONA 355ML	BEER	EA	110
19	LBBE056	SOMERSBY APPLE CIDER 330ML	BEER	EA	146
20	LDBR006	HENNESSY VSOP 1LT	BRANDY	EA	73
21	LDBR057	BRANDY MARTELL VS 700ML	BRANDY	EA	1095
22	ADWI324	GOLDEN GATE SPUMATE 750ML	CHAMPAGNE	EA	730
23	ADWI336	BISOL JEIO PROSECCO 750ML	CHAMPAGNE	EA	1095
24	ADWI337	FANTINEL PROSECCO 750ML	CHAMPAGNE	EA	1095
25	ADWI340	CRUSE MOUSSEUX BRUT 750ML	CHAMPAGNE	EA	1095
26	LCMC001	M & C BRUT IMPERIAL 750ML	CHAMPAGNE	EA	2555
27	LXGI050	GIN DRY GORDON 1L	GIN	EA	730
28	LXGI053	BOMBAY SAPPHIRE GIN 1000ML	GIN	EA	183
29	LLBI003	BAILEYS IRESH CREAM 1000 ML	LIQUEUR	EA	73
30	LLCA003	CAMPARI BITTER 1000ML	LIQUEUR	EA	73
31	LLCO003	COINTREAU 1LTR	LIQUEUR	EA	182.5
32	LLKA003	KAHLUA 70CL	LIQUEUR	EA	12
33	LXCO003	TAYLORS VINTAGE 750ML	PORT WINE	EA	18
34	LXRU003	RUM BACARDI WHITE 1000ML	RUM	EA	365
35		SAUZA-JOSE CUERVO TEQUILA 1LTR	TEQUILA	EA	12
36	LLSA002	SAUZA-JOSE CUERVO TEQUILA 700ML	TEQUILA	EA	36
37	ADWI301	MARTINI ROSSO		EA	12
38	LXVO008	VODKA ABSOLUT 1 L	VODKA	EA	1095
39		DRAMBUI	APERITIF	EA	12
40		HARVEYS BRISTOL CREAM	APERITIF	EA	12

No	CODE	DESCRIPTION	CATEGORY	UOM	ANNUAL CONSUMPTION
41		SANDALFORD ESTATE RESERVE CABERNET SAUVIGNON, MARGARET RIVER -750 ML	RED WINE/ SANDALFORD WINERY, SANDALFORD WINES/ AUSTRALIA /2021/GRAPE TYPE: CABERNET SAUVIGNON	EA	96
42		C N ST EMILION MERLOT 750 ML	RED WINE/ CASSINI BORDEAUX/ FRANCE/2020/GRAPE TYPE: MERLOT	EA	96
43		SILENI STRAIT GRAND RESERVE SAUVIGNON BLANC, MARLBOROUGH	WHITE WINE/ SILENI WINERY, SILENI ESTATES/ NEW ZELAND/2022/ GRAPE TYPE: SAUVIGNON BLANC	EA	24
44		LEEWIN ART SERIES RIES 750ML	WHITE WINE/ MARGARET RIVER, WESTERN AUSTRALIA/2022/GRAPE TYPE: CHARDONNAY	EA	24
45		RM PRI.SEL. ZINFANDEL 750ML	RED WINE/ CASSINI BORDEAUX/ AUSTRALIA/2020/GRAPE TYPE: CABERNET SAUVIGNON / MERLOT	EA	120
46		SQUEALING PIG PINOT NOIR 750ML	RED WINE/ SQUEALING PIG - TREASURY WINE ESTATES/ NEW ZELAND/2019/ PINOT NOIR	EA	120
47		SQUEALING PIG SAUVIGNON BLANC 750ML	WHITE WINE/ SQUEALING PIG - TREASURY WINE ESTATES/ NEW ZELAND/2021/GRAPE TYPE: SAUVIGNON BLANC	EA	24
48		BARTON & GUESTIER CHABLIS AOP 750ML	WHITE WINE/ BARTON & GUESTIER WINERY, BARTON & GUESTIER/ FRANCE/2022/GRAPE TYPE: CHARDONNAY	EA	24

**SLC is BOI approved, State owned company and enjoys the duty-free facilities.**

- Final Destination: Sri Lankan Catering Ltd, Airline Center, Bandaranaike International Airport, Katunayake, Sri Lanka
- Delivery Date: As per SLC requirement on Staggered basis
- ISO certifications are required to submit with the Bid.

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

# Document Check List

Please submit the completed document check list along with the Bid with the requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	YES/NO	
Annexure B	Bid Security declaration	Mandatory	YES/NO	
Annexure C	Price Schedule form	Mandatory	YES/NO	
Annexure D	Compliance Sheet	Mandatory	YES/NO	
<b>Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected</b>				

**Section IV - Bid Submission Form**

**( Mandatory Document)**

[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 Catering Ltd

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 Supply of Liquor for the year 2024 - 2025(1 Year contract period)
- (c) The price of our bid is in in .....(Currency) deliver price to SriLankan Catering Ltd:
  - 1. As per the quoted rated in Price Schedule (Annexure C)
- (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 120 days after the bid submission deadline date.

Signed: .....

Name: .....

Date .....

Stamp .....

## Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Catering Ltd prior to the commencement of the purchasing.
- II. Supplier is not allowed to change the price for entire 01-year contract period.
- III. Price to comply with incoterm issued by International Chamber of Commerce (2020).
- IV. Special terms and conditions of the bidder should be stated in the price schedule form separately.
- V. Products should be in suitable packing to avoid damages at the time of delivery.
- VI. If supplier is unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery, SLC will purchase the goods from the market and transfer the cost to seller's account.
- VII. No Advance Payments shall be made. Terms of payments will be on thirty (30) days for local suppliers and 45 days credit period (Open Payments) for foreign suppliers.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for Supply of Liquor for the year 2024 - 2025 is hereby acknowledged.

You may expect to receive our proposal on or before 01 JULY 2024, 11.00 a.m.

.....  
.....  
.....

We do not intend to submit a proposal because

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

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

Date: ..... [insert date by bidder]

\*Name of contract -Supply of Liquor for the year 2024 - 2025

\*Invitation for Bid No: SLC/DPC/GOODS/2024/038

\*To: SriLankan Catering Ltd

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 been invited by SriLankan Catering, for the period of time of 120 days 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].....

ANNEXURE B 2: Performance Security

FORM OF PERFORMANCE SECURITY (Unconditional)

-----[Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: ----- [Name and Address of Employer]

Date: ----- PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of ----- [name of contract and brief description of Works] (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 Contractor, 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], 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 -----, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_ [signature(s)]

**: Price Schedule Form**

**(Mandatory Document)**

Price: Option 1: Local suppliers: Shipments under Sri Lankan Catering Ltd can be cleared on Duty free basis.

CURRENCY:.....

No	CODE	DESCRIPTION	CATEGORY	UOM	ANNUAL CONSUMPTION	Option 1- Price (Deliver to SLC) (Duty Free)	Option 2			Option 3		MOQ
							Sea - CIF	Sea -FOB	MOQ	Air-CIF	Air-FOB	
01	ADWI304	RW MCG BL LBL MERLOT 187ML	RED WINE	EA	3650							
02	ADWI305	RW MCG BL LBL SHIRAZ 187ML	RED WINE	EA	3650							
03	ADWI310	RW MCG BL LBL RED 750ML	RED WINE	EA	1825							
04	ADWI312	RW MCG BL LBL MERLOT 750ML	RED WINE	EA	1095							
05	ADWI302	WW MCG BL LBL CHARDONNEY 187ML	WHITE WINE	EA	3650							
06	ADWI303	WW MC BL SAUVIGNON BLANC 187ML	WHITE WINE	EA	3650							
07	ADWI306	WW MCG BL LBL CHARDONNEY 750ML	WHITE WINE	EA	1095							
08	ADWI308	WW MCG BL LBL PINOT GRIGIO 750	WHITE WINE	EA	1460							
09	ADWI326	WW S H SAUVIGNON BLANC 750ML	WHITE WINE	EA	2920							
10	ADWI353	CAB SAUV SHIRAZ SIMONSIG 187ML	WHITE WINE	EA	3650							
11	LHCC001	CANADIAN CLUB 750 ML	WHISKEY	EA	36							
12	LHWH001	WHISKEY RED LABEL 1LT	WHISKEY	EA	365							
13	LHWH027	WHISKEY BLACK LABEL 1LT	WHISKEY	EA	1825							
14	LHWH053	WHISKY CHIVAS REGAL 12 1LT	WHISKEY	EA	1095							
15	LHWH102	WHISKY JACK DANIEL 1LT	WHISKEY	EA	730							
16	LHWH108	GLENIVET SINGLE MALT WHISKY 1L	WHISKEY	EA	1095							

No	CODE	DESCRIPTION	CATEGORY	UOM	ANNUAL CONSUMPTION	Option 1- Price (Deliver to SLC) (Duty Free)	Option 2		MOQ	Option 3		MOQ
							Sea-CIF	Sea-FOB		Air-CIF	Air-FOB	
17	LHWH109	GLEN FIDDICH 12 YO 1LTR	WHISKEY	EA	146							
18	LBBE055	BEER CORONA 355ML	BEER	EA	110							
19	LBBE056	SOMERSBY APPLE CIDER 330ML	BEER	EA	146							
20	LDBR006	HENNESSY VSOP 1LT	BRANDY	EA	73							
21	LDBR057	BRANDY MARTELL VS 700ML	BRANDY	EA	1095							
22	ADWI324	GOLDEN GATE SPUMATE 750ML	CHAMPAGNE	EA	730							
23	ADWI336	BISOL JEIO PROSECCO 750ML	CHAMPAGNE	EA	1095							
24	ADWI337	FANTINEL PROSECCO 750ML	CHAMPAGNE	EA	1095							
25	ADWI340	CRUSE MOUSSEUX BRUT 750ML	CHAMPAGNE	EA	1095							
26	LCMC001	M & C BRUT IMPERIAL 750ML	CHAMPAGNE	EA	2555							
27	LXGI050	GIN DRY GORDON 1L	GIN	EA	730							
28	LXGI053	BOMBAY SAPPHIRE GIN 1000ML	GIN	EA	182							
29	LLBI003	BAILEYS IRESH CREAM 1000 ML	LIQUEUR	EA	73							
30	LLCA003	CAMPARI BITTER 1000ML	LIQUEUR	EA	73							
31	LLCO003	COINTREAU 1LTR	LIQUEUR	EA	182							
32	LLKA003	KAHLUA 70CL	LIQUEUR	EA	12							
33	LXCO003	TAYLORS VINTAGE 750ML	PORT WINE	EA	182							
34	LXRU003	RUM BACARDI WHITE 1000ML	RUM	EA	365							
35		SAUZA-JOSE CUERVO TEQUILA 1LTR	TEQUILA	EA	12							

No	CODE	DESCRIPTION	CATEGORY	UOM	ANNUAL CONSUMPTION	Option 1- Price (Deliver to SLC) (Duty Free)	Option 2		MOQ	Option 3		MOQ
							Sea-CIF	Sea-FOB		Air-CIF	Air-FOB	
36	LLSA002	SAUZA-JOSE CUERVO TEQUILA 700ML	TEQUILA	EA	36							
37	ADWI301	MARTINI ROSSO		EA	12							
38	LXVO008	VODKA ABSOLUT 1 L	VODKA	EA	1095							
39		DRAMBUI	APERITIF	EA	12							
40		HARVEYS BRISTOL CREAM	APERITIF	EA	12							

NO	CODE	DESCRIPTION	CATEGORY/SPECIFICATION	UOM	ANNUAL CONSUMPTION	Option 1- Price (Deliver to SLC) (Duty Free)	Option 2			Option 3		MOQ
							Sea-CIF	Sea-FOB	MOQ	Air-CIF	Air-FOB	
41		SANDALFORD ESTATE RESERVE CABERNET SAUVIGNON, MARGARET RIVER -750 ML	RED WINE/ SANDALFORD WINERY, SANDALFORD WINES/ AUSTRALIA /2021/GRAPE TYPE: CABERNET SAUVIGNON	EA	96							
42		C N ST EMILION MERLOT 750 ML	RED WINE/ CASSINI BORDEAUX/ FRANCE/2020/GRAPE TYPE: MERLOT	EA	96							
43		SILENI STRAIT GRAND RESERVE SAUVIGNON BLANC, MARLBOROUGH	WHITE WINE/ SILENI WINERY, SILENI ESTATES/ NEW ZELAND/2022/ GRAPE TYPE: SAUVIGNON BLANC	EA	24							
44		LEEWIN ART SERIES RIES 750ML	WHITE WINE/ MARGARET RIVER, WESTERN AUSTRALIA/2022/GRAPE TYPE: CHARDONNAY	EA	24							
45		RM PRI.SEL. ZINFANDEL 750ML	RED WINE/ CASSINI BORDEAUX/ AUSTRALIA/2020/GRAPE	EA	120							

NO	CODE	DESCRIPTION	CATEGORY/SPECIFICATION	UOM	ANNUAL CONSUMPTION	Option 1- Price (Deliver to SLC) (Duty Free)	Option 2			Option 3		MOQ
							Sea-CIF	Sea-FOB	MOQ	Air-CIF	Air-FOB	
			TYPE: CABERNET SAUVIGNON / MERLOT									
46		SQUEALING PIG PINOT NOIR 750ML	RED WINE/ SQUEALING PIG - TREASURY WINE ESTATES/ NEW ZELAND/2019/ PINOT NOIR	EA	120							
47		SQUEALING PIG SAUVIGNON BLANC 750ML	WHITE WINE/ SQUEALING PIG - TREASURY WINE ESTATES/ NEW ZELAND/2021/GRAPE TYPE: SAUVIGNON BLANC	EA	24							
48		BARTON & GUESTIER CHABLIS AOP 750ML	WHITE WINE/ BARTON & GUESTIER WINERY, BARTON & GUESTIER/ FRANCE/2022/GRAPE TYPE: CHARDONNAY	EA	24							

➤ **ORDERS WILL BE PLACED Staggered basis**

**Payment terms** : -.....

**(Refer Section V - General Conditions)**

**ETA/Lead time from PO date:** Local Supply..... **Sea Freight:**.....**Air Freight:**.....

**Name of the Company:** - .....

**Name of the authorized person:-** .....

**Signature and company stamp:** - .....

Name of the Bidder : .....

NO	CODE	SPECIFICATION	COMPLIANCE WITH SPECIFICATION(PUT 'YES' OR 'NO' )	REMARKS
01	ADWI304	RW MCG BL LBL MERLOT 187ML		
02	ADWI305	RW MCG BL LBL SHIRAZ 187ML		
03	ADWI310	RW MCG BL LBL RED 750ML		
04	ADWI312	RW MCG BL LBL MERLOT 750ML		
05	ADWI302	WW MCG BL LBL CHARDONNEY 187ML		
06	ADWI303	WW MC BL SAUVIGNON BLANC 187ML		
07	ADWI306	WW MCG BL LBL CHARDONNEY 750ML		
08	ADWI308	WW MCG BL LBL PINOT GRIGIO 750		
09	ADWI326	WW S H SAUVIGNON BLANC 750ML		
10	ADWI353	CAB SAUV SHIRAZ SIMONSIG 187ML		
11	LHCC001	CANADIAN CLUB 750 ML		
12	LHWH001	WHISKEY RED LABEL 1LT		
13	LHWH027	WHISKEY BLACK LABEL 1LT		
14	LHWH053	WHISKY CHIVAS REGAL 12 1LT		
15	LHWH102	WHISKY JACK DANIEL 1LT		
16	LHWH108	GLENIVET SINGLE MALT WHISKY 1L		
17	LHWH109	GLEN FIDDICH 12 YO 1LTR		
18	LBBE055	BEER CORONA 355ML		
19	LBBE056	SOMERSBY APPLE CIDER 330ML		
20	LDBR006	HENNESSY VSOP 1LT		
21	LDBR057	BRANDY MARTELL VS 700ML		
22	ADWI324	GOLDEN GATE SPUMATE 750ML		
23	ADWI336	BISOL JEIO PROSECCO 750ML		
24	ADWI337	FANTINEL PROSECCO 750ML		
25	ADWI340	CRUSE MOUSSEUX BRUT 750ML		
26	LCMC001	M & C BRUT IMPERIAL 75CL		
27	LXGI050	GIN DRY GORDON 1L		
28	LXGI053	BOMBAY SAPPHIRE GIN 1000ML		
29	LLBI003	BAILEYS IRESH CREAM 1000 ML		
30	LLCA003	CAMPARI BITTER 1000ML		
31	LLCO003	COINTREAU 1LTR		
32	LLKA003	KAHLUA 70CL		
33	LXCO003	TAYLORS VINTAGE 750ML		
34	LXRU003	RUM BACARDI WHITE 1000ML		
35		SAUZA-JOSE CUERVO TEQUILA 1LTR		
36	LLSA002	SAUZA-JOSE CUERVO TEQUILA 700M		
37	LXVO008	VODKA ABSOLUT 1 L		
38	ADWI301	MARTINI ROSSO		
39		DRAMBUI		

40		HARVEYS BRISTOL CREAM		
41		SANDALFORD ESTATE RESERVE CABERNET SAUVIGNON, MARGARET RIVER -750 ML SANDALFORD WINERY, SANDALFORD WINES/ AUSTRALIA /2021/GRAPE TYPE: CABERNET SAUVIGNON		
42		C N ST EMILION MERLOT 750 ML CASSINI BORDEAUX/ FRANCE/2020/GRAPE TYPE: MERLOT		
43		SILENI STRAIT GRAND RESERVE SAUVIGNON BLANC, MARLBOROUGH SILENI WINERY, SILENI ESTATES/ NEW ZELAND/2022/ GRAPE TYPE: SAUVIGNON BLANC		
44		LEEUWIN ART SERIES RIES 750ML MARGARET RIVER, WESTERN AUSTRALIA/2022/GRAPE TYPE: CHARDONNAY		
45		RM PRI.SEL. ZINFANDEL 750ML CASSINI BORDEAUX/ AUSTRALIA/2020/GRAPE TYPE: CABERNET SAUVIGNON / MERLOT		
46		SQUEALING PIG PINOT NOIR 750ML TREASURY WINE ESTATES/ NEW ZELAND/2021/GRAPE TYPE: SAUVIGNON BLANC		
47		SQUEALING PIG SAUVIGNON BLANC 750ML SQUEALING PIG - TREASURY WINE ESTATES/ NEW ZELAND/2021/GRAPE TYPE: SAUVIGNON BLANC		
48		BARTON & GUESTIER CHABLIS AOP 750ML BARTON & GUESTIER WINERY, BARTON & GUESTIER/ FRANCE/2022/GRAPE TYPE: CHARDONNAY		
49		<b>ISO CERTIFICATES</b>		

Signature: - .....

Stamp:.....

**ANNEXURE E: Clientele Information Form**

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

	<b>Name of the Customer</b>	<b>Company Representative's Contact Details (Please state name, official email address and telephone number)</b>	<b>Client since</b>	<b>Goods and Service provided</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## ANNEXURE F: - Sample Contract

### Supply of "Liquor" for the year 2024-2025(1 Year) to SriLankan Catering Limited

THIS AGREEMENT made and entered in to in Colombo on this ... day of ....., Two Thousand and Twenty-Four (00/00/2024) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "**SLC**"), and
2. **M/s** ....., a Company incorporated in ..... bearing company registration no. .... and having its registered office at ..... (hereinafter referred to as the "Supplier").

#### WHEREAS

- A. SLC is desirous of purchasing the "Liquor" for the year 2024-2025 as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

##### 1.0 OBLIGATIONS OF SUPPLIER

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required.

Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.
- 1.6 If or any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders places by SLC, or SLC rejects

same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.

1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.

1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.

SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.

1.9 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery SLC will purchase the goods from the market and transfer the cost to seller's account.

## **2.0 DELIVERY**

All Goods to be delivered to the designated location agreed by both parties. At the receiving Unit of SLC (Flight Kitchen, Katunayake) all items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage until the receiving point at the SLC, as agreed by the both parties. If the goods are not up to the SLC standard, supplier should take the responsibility of returned goods including all the costs involved.

## **3.0 GOODS IN TRANSIT**

The Supplier shall at all-time be held responsible for the goods in transit. All orders undertaken shall be supplied in good order as per the quantities, qualities and the specifications mentioned in the relevant Purchase Order.

Any damages, shortages, quality deviations to the goods while in transit shall be made correct immediately and all arrangements shall be made to comply with the original order.

All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

## **4.0 PRICE**

The Supplier shall sell and SLC shall purchase the goods referred to in Annexure at prices listed therein from .....the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

SLC shall reserves the right to decide the period of implementation within the period stated in the quotation application form.

## **5.0 LEAD-TIME**

### **5.1 For Foreign Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

5.2 **For Local Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

**6.0 TERM and TERMINATION OF CONTRACT**

- 6.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of 01 year (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.
- 6.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 30 days' written notice without cause (such termination to take effect on the expiry of the notice period).
- 6.3 SLC may terminate this Agreement forthwith in writing in the event the Supplier does not:
  - 6.3.1 Provide the Goods at the time, manner and/or to the specifications/ quality required by SLC as per purchase orders pursuant to this Agreement;
  - 6.3.2 Comply with the requirements and/or notices of SLC; and/or
  - 6.3.3 Perform, fails or is failing in the performance of any of its obligations under this Agreement.
  - 6.3.4 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:
    - 6.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;
    - 6.3.6 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
    - 6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 6.5 On termination of this Agreement the Supplier shall only be entitled to 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 Supplier 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 Supplier (including its agents, employees and representatives) as a result of this Agreement.

## **7.0 INDEMNITY AND LIABILITY**

- 7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, 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:
- 7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents' employees or representatives;
  - 7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;
  - 7.1.4 defect(s) in the Goods provided under this Agreement;
  - 7.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.
- 7.2 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.
- 7.3 SLC shall indemnify and hold harmless the Supplier 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 Supplier or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

## **8.0 LIQUIDATED DAMAGES**

Liquidated damages for late delivery of Goods ordered shall be as follows;

- 8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.
- 8.2 Penalty of 10% of the purchase order value will be imposed by SLC for the late deliveries which exceed 7 days from the agreed delivery date and an additional 5% will be charged for further delay weeks.
- 8.3 Liquidated damages have stipulated in sub Clauses 8.1 and 8.2 of this clause shall also apply in the case where staggered deliveries are required.
- 8.4 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **9.0 NON-PERFORMANCE**

**9.1** In the event the Service Provider fails to discharge or perform its obligations under this Agreement within the contract period, full amount of the performance security will be forfeited.

## **10.0 PAYMENTS**

SLC shall pay the Supplier for each order based on the rates and currencies set out in Annexure. Subject to Clause 1.8, no increase in price/or rates shall be permitted.

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis for local suppliers and 45 days credit period (Open Payments) for foreign suppliers. No Advance payments shall be made.

## **11.0 REJECTION OF GOODS**

In the event, where the Goods supplied fail to meet the requirements set out in Annexure and in the opinion of SLC are not keeping with the approved samples or not in keeping with this specification agreed or is in excess of or below the quantity ordered, SLC reserves the right to reject such Goods supplied and the supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges.

Any freight charges/delivery charges incurred in this regard shall be borne by the supplier.

## **12.0 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to the jurisdiction of the courts of Sri Lanka

## **13.0 FORCE MAJEURE:**

13.1 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.

13.2 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.

## **14.0 GENERAL**

14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.

14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.

14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.

- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.
- 14.5 Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.
- 14.6 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 left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;
- 14.7 Any cost charged to SLC which is not in complete with incoterms shall not be paid.

14.7.1 In the case of SLC to –

Attn : Ms. Himali Samarasinghe  
 E-mail : [himali.samarasinghe@srilankacatering.com](mailto:himali.samarasinghe@srilankacatering.com)  
 Tele : 0197334140  
 Fax : 0197334140

14.7.2 in the case of Supplier to -

Address :  
 Attn :  
 E-mail :  
 Tel :

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.

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of  
 .....

.....  
 Name:

.....  
 Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

**Annexure A**

**Supplier** -  
**Product** - "Liquor Items"  
**Specification** -

Item Description	Specification
	As per the Compliance Sheet

**Price Schedule Form** - As per the quoted rates in Annexure C of the Bidding document.  
**Payment Terms** - As per the payment term in Annexure C and subject to approval  
**Brand** - As per the quotation in Annexure C of the Bidding document.  
**Price** - As per the quoted rates in Annexure C of the Bidding document.  
**Price Validity period** - Period of the contract (1 Year)

For and on behalf of

For and on behalf of

**SriLankan Catering Limited**

.....

.....

Name:

Name:

Designation:

Designation:

Witness:

Witness

**ANNEXURE G: Vendor Information Form**



**VENDOR INFORMATION FORM**  
SRILANKAN CATERING LIMITED

**Section A – Basic Information of the Vendor**

1. Registered Name of the Vendor

2. Registered Address

3. Check Delivery Address

4. Date of Incorporation

5. Business Registration Number

6. Country of Incorporation

7. Nature of the Business

8. Business Type (Local/ Import)

9. Currency:

10. Telephone and Fax Numbers

11. E-mail Address

Telephone :  
Fax :

12. Other Contact Details (If Any)

13. Registered Name and the Address of Local Agent (If Any)

**Section B – Bank Details of the Vendor**

14. Name of the Bank and the Address	
15. Account Number	16. SWIFT Code / SORT Code
17. Payment Terms	
18. Registered for VAT : YES/ NO If YES, VAT Registration Number:	

<b>Section C – Details of the Directors, Shareholders and Related Parties</b>	
19. Name(s) of the Directors	
20. Name(s) of the Shareholders	
21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	

22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	
23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited	

<b>Section D – Conflict of Interest</b>		
24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:		
	<b>Yes</b>	<b>No</b>
I. No SLC employee or SLC employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.		
II. No retired SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor’s Company.		
III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.		
IV. Vendor hereby declares it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract.		
V. Please note any exceptions below: Name of SLC employees, elected officials, or immediate family members with whom there may be a potential conflict of interest  I. Name :----- II. Relationship to employee:----- III. Interest in vendor’s company:----- IV. Other:-----		

<b>Section E – Supporting Documents</b>	
25. Please Attach Copies of ,  I. Business Registration II. Form 20 ( Names of the Directors) III. VAT/SVAT Registration/ Details	

- IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead.
- V. Three Years Audit Statement Signed by Approved Accountant

As 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 the Vendor’s Authorized Signatory**

Name:  
 Designation:  
 Date:  
 Signature & Company Rubber Stamp:

**OFFICE USE ONLY**

<b>SECTION E : VENDOR REGISTRATION DETAILS</b>	
26. System	
<div style="border: 1px solid black; padding: 2px; display: inline-block;">INFLAIR</div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">ORACLE</div>
27. Supplier Selection Criteria	
28. Supplier Code	
29. Estimated Value of the Contact ( Based on the Estimated Consumption)	
Approval    Manager – Procurement and shipping	Approval    Manager - Finance

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
SriLankan Catering Limited,  
Bandaranaike International Airport,  
Katunayake.

Dear Sir,

**PROCESSING OF PAYMENTS THROUGH ONLINE/INTERNET BANKING**

This is to inform you that <Supplier Name> bank details as follows for transfer future payments.

<b>Company Details</b>	<b>Bank Details</b>
Name of the Bank (HNB account holders will get payment on the same day)	
Branch Name	
Account Number	
Bank Code (If any)	
Branch code (If any)	
SWIFT Code (If any)	
IBAN ( If any)	
<b>Contact Details</b>	
e-mail Address (for payment notification)	
Mobile Number (to send you remittance via SMS alternatively) (Not applicable for foreign Suppliers )	
Name of the contact person (to be contacted for clarifications, if any)	

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

.....  
<Authorized Signature>  
<Designation>



**INVITATION FOR SUBMISSION OF BIDS FOR**

**SUPPLY OF PEELED TOMATO CHOPPED IN BRINE FOR YEAR 2024-2025(1 Year)**

**REFERENCE: SLC/DPC/GOODS/2024/036**

**CLOSING DATE: 17 JULY 2024**

**TIME: 11.00 AM (SL TIME), (GMT +5:30)**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAIYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

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**Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 Sri Lankan Catering Ltd invites you to submit a bid for Supply of Peeled Tomato Chopped in Brine For The Year 2024-2025 as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements /Required Certificates</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Bid Securing Declaration Form</li><li>• Annexure C : Price Schedule Form</li><li>• Annexure D : Compliance sheet</li><li>• Annexure E : Clientele Information Form</li><li>• Annexure F : Sample Contract</li><li>• Annexure G : Vendor Information Form</li><li>• Annexure H : Document check List</li></ul>

	<b>C: Preparation of Bid</b>
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following: <b><u>Mandatory on Bid Submission</u></b></p> <ul style="list-style-type: none"> <li>• Section III.2 : Required Certificates (Mandatory)</li> <li>• Sections IV : Bid Submission Form (Mandatory)</li> <li>• Annexure B : Bid Securing Declaration Form (Mandatory)</li> <li>• Annexure C : Price Schedule Form (Mandatory)</li> <li>• Annexure D : Compliance sheet (Mandatory)</li> <li>• Annexure E : Clientele Information Form</li> <li>• Annexure G : Vendor Information Form (Mandatory for new suppliers) including requested documents( Business registration form, Form 20(Company director details), Tax registration certificate</li> <li>• Annexure H: Document check List (Mandatory)</li> </ul> <p>3.2 Quality Assurance Certificates</p> <ul style="list-style-type: none"> <li>• Refer the Section III.2 under the Schedule of Requirement (Section III)</li> </ul> <p>3.3 Other Product related Documents</p> <ul style="list-style-type: none"> <li>• Data/Product sheets, Analysis reports</li> </ul> <p>3.3 Documents to Establish Conformity of the service.</p> <ul style="list-style-type: none"> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03-year period</li> <li>• All other documents related to the Environmental Sustainability</li> </ul>
4. Bid Submission Form and Technical/General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid for 1 year contract period.</p> <p>5.3 Contract period will be 1 Year.</p> <p>5.4 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.</p> <p>5.5 If the product is supplied from Sri Lanka, the price should be quoted in Sri Lankan Rupees. Also, the quoted price should EXCLUDE statutory charges and taxes; if these charges are applicable, same should be indicated separately (Not applicable for local duty-free bidders).</p>
6. Currency	<p>6.1 bidders shall confirm their currency in Annexure C The prevailing exchange rates published by the Central Bank of Sri Lanka on the date of bid opening will be considered for evaluation purposes</p>
7. Quality Assurance Certificates	<p>7.1 Refer the Section III.2 under the Schedule of Requirement</p>
8. Period of Validity of bid	<p>8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.</p>
9. Bid Securing Declaration	<p>9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure B.</p>

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.
<b>D: Submission and Opening of Bid</b>	
11. Submission of Bid & Samples	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 22.1 of Section II (Data sheet). or could be send to the secure mail which is <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> with the <b>subject line “SLC/DPC/GOODS/2024/036”</b> and confirm the submission to the contact person given in clause 25.1 of Section II (Data sheet).</p> <p>11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“ BID SUBMISSION FOR SUPPLY OF “ PEELED TOMOTO CHOPPED IN BRINE ” FOR THE YEAR 2024/2025” SLC/DPC/GOODS/2024/036</b></p> <p>11.3 Bidders should arrange the samples (courier/Air or Sea Freight/Hand deliver) for the products of each proposed label on/before Bid closing date or within 4 days from closing the bid. All charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.4 It is advised to forward the bids well in advance to the bid closing date and time.</p> <p>11.5 If any bidder wishes to hand deliver the bids and samples, please contact Sri Lankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II- Data sheet, clause 25.1 for contact details.</p>
12. Deadline for Submission of Bid & Samples	<p>12.1 Bid must be received by the Sri Lankan Catering Ltd to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet. Clause 23.1</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
13. Late Bid	13.1 Sri Lankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above and 23.1.
14. Opening of Bids	14.1 Refer section II (Data Sheet)

<b>E : Evaluation and Comparison of Bid</b>	
15. Clarifications	<p>15.1 To assist in the examination, evaluation and comparison of the bids, Sri Lankan Catering Ltd 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 Sri Lankan Catering Ltd shall not be considered.</p> <p>15.2 Sri Lankan Catering Ltd request for clarification and the response shall be in writing at Sri Lankan Catering Ltd email address specified in the Data Sheet.</p>
16. Responsiveness of Bids	<p>16.1 Sri Lankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Sri Lankan Catering Ltd.</p>
17. Evaluation of bid	<p>17.1 Sample will be subjected to following guidelines,</p> <ol style="list-style-type: none"> <li>I. Compliance to Technical Specification</li> <li>II. Product Evaluation (Physical Analysis /Microbiology Analysis / Sensory Evaluation)</li> </ol> <p>17.2 Other Criteria</p> <ol style="list-style-type: none"> <li>I. Quoted Price</li> <li>II. Payment Term</li> <li>III. Halal certificate, Quality assurance Certificates and past performance</li> <li>IV. Verification of Vendor information form/ Business registration documents</li> </ol>
18. Sri Lankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	<p>18.1 Sri Lankan Catering Ltd 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>
<b>F: Award of Contract</b>	
19. Acceptance of the Bid	<p>19.1 Sri Lankan Catering Ltd 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>
20. Notification of acceptance	<p>20.1 Sri Lankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, Sri Lankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within fourteen (14) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 5% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of 15 Months from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2.</p>

	<p>20.5 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 execute the Bid Security declaration. In the event Sri Lankan Catering Ltd may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.</p>
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Section II: Data Sheet

ITB Clause Reference	Submission of Bids
22.1	<p>1. The address for submission of Bids is for hand delivery/Courier            Attention : <b>Chief Executive Officer</b>            Address : <b>Sri Lankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b>            The Sealed envelope shall bear the specific identification of the bid as indicated follows.</p> <p><b>BID SUBMISSION FOR SUPPLY OF “ PEELED TOMOTO CHOPPED IN BRINE /REF NO SLC/DPC/GOODS/2024/036</b></p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids. Refer 25.1 clause.</p> <p>2. Online Submission should be mailed to  <a href="mailto:supreg@srilankancatering.com">supreg@srilankancatering.com</a> and subject line should be            « <b>SLC/DPC/GOODS/2024/036</b>»</p>
23.1	<p>Deadline for submission of bids is on or before <b>17<sup>th</sup> July 2024, 11.00 a.m.</b> Sri Lankan Time (GMT +5:30)</p>
24.1	<p>Sri Lankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of Sri Lankan Catering Ltd and the Bidders on <b>17<sup>th</sup> JULY 2024</b> immediately after 11.00 a.m. Sri Lankan Time (GMT +5:30)</p>
25.1	<p><b>For Clarification/ handing over bids/ samples:</b></p> <p>Contact Person: Geethani Peiris - Executive - Procurement and shipping            Telephone: +94 (0) 19733 4148/+94 (0) 710210323            E mail address: <a href="mailto:geethani.peiris@srilankancatering.com">geethani.peiris@srilankancatering.com</a>            Sample: Sample should be delivered to the Consignee:</p> <p>Attention: <b>Chief Executive Officer</b>            Address: <b>Sri Lankan Catering Ltd,</b>  <b>Airline Center</b>  <b>Bandaranaike international Airport,</b>  <b>Katunayake, Sri Lanka.</b></p> <ul style="list-style-type: none"> <li>• Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</li> <li>• Tender Reference Number and name should be clearly mention in the sample.</li> </ul>

### Section III - Schedule of Requirements

#### III.1

No	Gr	Code	Item Description	UOM	Estimated Required Quantity for 01 year	Final Destination	Delivery Date
01	CS	SA044	PEELED TOMATO CHOPPED IN BRINE	KG	30,000	SriLankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

Required Certificates are listed in **III.2**

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

**Certificates Requirement**

<b>NO</b>	<b>Required Certificate Name</b>	<b><u>Mandatory</u> <u>(YES/NO)</u></b>	<b><u>REMARKS</u></b>
<b>01</b>	Halal Certificate	<b><u>YES</u></b>	
<b>02</b>	BRC/IFS/HACCP/FSSC 22000 Issued by global Certification body	<b><u>YES</u></b>	At least one certificate should be available
<b>05</b>	Other Product related Certificates	<b><u>NO</u></b>	SLC may request for product clarification
<b>06</b>	Environment sustainability Certificates	<b><u>No</u></b>	Will be considered for the Evaluation

**Section IV - Bid Submission Form (Mandatory Document)**

[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: Sri Lankan Catering Ltd

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 Supply of Peeled Tomoto chopped in Brine for 2024/2025
- (c) The price of our bid deliver to Sri Lankan Catering Ltd as per the mentioned delivery term in the price schedule(Annexure C)

As per the price schedule : Currency:.....

1. PEELED TOMATO CHOPPED IN BRINE: .....(Price)

- (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 120 days after the bid submission deadline date.

Signed:

Name:

Date

## Section V - General Conditions

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with Sri Lankan Catering Ltd prior to the commencement of the purchasing.
- II. Supplier is not allowed to change the price for entire 01-year contract period.
- III. Price to comply with incoterm issued by International Chamber of Commerce (2020).
- IV. Special terms and conditions of the bidder should be stated in the price schedule form separately.
- V. The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- VI. If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo (If agreed shipping method for a PO) , due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers account. In case of non-delivery, SLC will purchase the goods from the market and transfer the cost to seller's account.
- VII. The credit period will be Thirty (30) Days for local suppliers and forty five (45) Days credit period (Open Payments) for foreign suppliers. No Advance payments shall be made.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for Supply of Peeled Tomato chopped in Brine for the year 2024 - 2025 is hereby acknowledged.

You may expect to receive our proposal on or before **17<sup>th</sup> July 2024, 11.00 a.m.**

.....  
.....

We do not intend to submit a proposal because.

.....  
.....  
.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

**ANNEXURE B: Bid Securing Declaration (Mandatory Document)**

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

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

\*Name of contract -Supply of Peeled Tomoto chopped in Brine for the year 2024 - 2025

\*Invitation for Bid No: SLC/DPC/GOODS/2024/036

\*To: Sri Lankan Catering Ltd

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 been invited by Sri Lankan Catering, for the period of time of 120 days 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]*.....

ANNEXURE B 2: Performance Security (FORMAT)

FORM OF PERFORMANCE SECURITY (Unconditional)

-----[Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: ----- [Name and Address of Employer]

Date: ----- PERFORMANCE GUARANTEE No.:

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of ----- [name of contract and brief description of Works] (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 Contractor, 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], 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 -----, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_ [signature(s)]

**Annexure C**

**Price Schedule**

**(Mandatory Document)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

Currency:.....

Local suppliers: Shipments under Sri Lankan Catering Ltd can be cleared on Duty free basis.

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Option 1 Price (Deliver to SLC)	Price				
									Sea		Air		
									FOB	CIF	FOB	CIF	
1	CS	SA044	PEELED TOMATO CHOPPED IN BRINE	KG		30,000							
MOQ													

Contract Period: 1 Year

Payment terms : - .....

Refer Section V - General Conditions

Lead Time from PO : -Sea ..... Air.....

Name of the bidder: -.....

Contact details/Email :- .....

Signature and company stamp: - .....

ANNEXURE D: Compliance sheet

(Mandatory Document)

Name of the Bidder : .....

Name of the Principal/ Manufacturer: .....

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
PEELED TOMATO CHOPPED IN BRINE	<b>Product Quality:</b> Peeled Tomatoes in brine made with top quality ripped Tomatoes		
	<b>Product consistency:</b> No dented tins		
	<b>Product condition:</b> without extraneous plant materials (tomato leaves, stems, calyx, bracts and similar plant material)		
	<b>Product Size:</b> A10 size or similar		
	<b>Product labeling:</b> Date of manufacture, expiry, producer contents printed		
	<b>Certificates:</b> Should be HALAL certified, BRC/IFS/HACCP/FSSC 22000 Issued by global Certification body (one of these certificate)		
	<b>Shelf life:</b> Minimum shelf life of the product should be one year from the date of manufactured.		
** The delivery schedule will be once a month.			

Customer Signature: - .....

**ANNEXURE E: Clientele Information Form**

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

	<b>Name of the Customer</b>	<b>Company Representative's Contact Details (Please state name, official email address and telephone number)</b>	<b>Client since</b>	<b>Goods and Service provided</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ANNEXURE F: - Sample Contract

**Supply of "TOMOTO PEELED CHOPPED IN BRINE" for the year 2024-2025 to Sri Lankan Catering Limited**

THIS AGREEMENT made and entered in to in Colombo on this ... day of ....., Two Thousand and Twenty-Four (00/00/2024) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "**SLC**"), and
2. **M/s** ....., a Company incorporated in ..... bearing company registration no. .... and having its registered office at .....(hereinafter referred to as the "**Supplier**").

**WHEREAS**

- A. SLC is desirous of purchasing the "TOMOTO PEELED CHOPPED IN BRINE" for the year 2024-2025 as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

**1.0 OBLIGATIONS OF SUPPLIER**

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure D(Compliance sheet) and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required.

Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to dispatch within..... (agreed time period), provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.

- 1.6 If or any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders places by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.
- 1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.
- 1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.  
  
SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.
- 1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- 1.10 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo (IF agreed method in PO), due any reason (including shipping delays) supplier has to send the goods by air by bearing Air Freight cost to sellers' account. In case of non-delivery SLC will purchase the goods from the market and transfer the cost to seller's account.

**2.0 DELIVERY**

All Goods to be delivered to the designated location agreed by both parties. At the receiving Unit of SLC (Flight Kitchen, Katunayake) all items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage (as per agreed Incoterm) until the agreed point at the SLC, as agreed by both parties. If the goods are not up to the SLC standard, supplier should take the responsibility of returned goods including all the costs involved.

**3.0 GOODS IN TRANSIT**

The Supplier shall at all-time be held responsible for the goods in transit. All orders undertaken shall be supplied in good order as per the quantities, qualities and the specifications mentioned in the relevant Purchase Order.

Any damages, shortages, quality deviations to the goods while in transit shall be made correct immediately and all arrangements shall be made to comply with the original order.

All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

**4.0 PRICE**

The Supplier shall sell and SLC shall purchase the goods referred to in Annexure at prices listed therein from (Contract commence date) .....to the

conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

SLC shall reserves the right to decide the period of implementation within the period stated in the quotation application form.

## **5.0 LEAD-TIME**

### **5.1 For Foreign Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

### **5.2 For Local Vendors**

SLC shall give the Supplier a notice of .....to get goods ready for daily orders. SLC shall give the supplier notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

## **6.0 TERM and TERMINATION OF CONTRACT**

6.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of 01 year (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

6.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 30 days written notice without cause (such termination to take effect on the expiry of the notice period).

6.3 SLC may terminate this Agreement forthwith in writing in the event the Supplier does not:

6.3.1 Provide the Goods at the time, manner and/or to the specifications/ quality required by SLC as per purchase orders pursuant to this Agreement;

6.3.2 Comply with the requirements and/or notices of SLC; and/or

6.3.3 Perform, fails or is failing in the performance of any of its obligations under this Agreement.

6.3.4 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:

6.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;

6.3.6 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

- 6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 6.5 On termination of this Agreement the Supplier shall only be entitled to 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 Supplier 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 Supplier (including its agents, employees and representatives) as a result of this Agreement.

## **7.0 INDEMNITY AND LIABILITY**

- 7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, 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:
  - 7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents employees or representatives;
  - 7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;
  - 7.1.4 defect(s) in the Goods provided under this Agreement;
  - 7.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.
  - 7.1.8 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.
  - 7.1.9 SLC shall indemnify and hold harmless the Supplier 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 Supplier or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

## **8.0 LIQUIDATED DAMAGES**

Liquidated damages for late delivery of Goods ordered shall be as follows;

- 8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.
- 8.2 Liquidated damages have stipulated in sub-Clauses 9.1 and also apply in the case where staggered deliveries are required.
- 8.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **9.0 NON-PERFORMANCE**

**9.1** In the event the Service Provider fails to discharge or perform its obligations under this Agreement within the contract period, the full amount of the performance security will be forfeited.

## **10.0 PAYMENTS**

SLC shall pay the Supplier for each order based on the rates and currencies set out in Annexure. Subject to Clause 1.8, no increase in price/or rates shall be permitted.

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis for local suppliers and forty five (45) days credit period (Open Account) for foreign suppliers. No Advance payments requested will be accepted.

## **11.0 REJECTION OF GOODS**

In the event, where the Goods supplied fail to meet the requirements set out in Annexure and in the opinion of SLC are not keeping with the approved samples or not in keeping with this specification agreed or is in excess of or below the quantity ordered, SLC reserves the right to reject such Goods supplied and the supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges.

Any freight charges/delivery charges incurred in this regard shall be borne by the supplier.

## **12.0 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and subject to the jurisdiction of the courts of Sri Lanka

## **13.0 FORCE MAJEURE:**

- 13.1 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.

- 13.2 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.

#### **14.0 GENERAL**

- 14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.
- 14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.
- 14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.
- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.
- 14.5 Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.
- 14.6 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 left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;
- 14.7 Any cost charged to SLC which is not in complete with incoterms shall not be paid.
- 14.7.1 In the case of SLC to –
- |        |   |  |
|--------|---|--|
| Attn   | : | Ms. Himali Samarasinghe  |
| E-mail | : | <a href="mailto:himali.samarasinghe@srilankancatering.com">himali.samarasinghe@srilankancatering.com</a> |
| Tele   | : | 0197334140   |
| Fax    | : | 0197334140   |

14.7.2 in the case of Supplier to -

Address :  
Attn :  
E-mail :  
Tel :

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.

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of  
.....

.....  
Name:

.....  
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

## Annexure A

**Supplier** -

**Product** - "PEELED TOMATO CHOPPED IN BRINE"

**Specification** -

Item Description	Specification
PEELED TOMATO CHOPPED IN BRINE	<p><b>Product Quality:</b> Peeled Tomatoes in brine made with top quality ripped Tomatoes.</p> <p><b>Product consistency:</b> No dented tins</p> <p><b>Product condition:</b> without extraneous plant materials (tomato leaves, stems, calyx, bracts and similar plant material)</p> <p><b>Product Size:</b> A10 size or similar</p> <p><b>Product labeling:</b> Date of manufacture, expiry, producer contents printed</p> <p><b>Certificates:</b> Should be HALAL certified , BRC/IFS/HACCP/FSSC 22000 Issued by global Certification body (one of these certificate)</p> <p><b>Shelf life:</b> Minimum shelf life of the product should be one year from the date of manufactured.</p>

### Price Schedule Form -

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Price (Deliver to SLC) LKR (Duty Free)	Price				MOQ
								Sea		Air		
								FOB	CIF	FOB	CIF	
1	CS	SA044	PEELED TOMATO CHOPPED IN BRINE	KG		30,000						

Contract Period: 1 Year

Payment terms :- .....

Refer Section V - General Conditions

Lead Time from PO :-Sea .....

Air.....

Name of the bidder: -

.....

Contact details :- .....

Address :- .....

Signature and company stamp: - .....

For and on behalf of  
**SriLankan Catering Limited**

For and on behalf of

.....

.....

Name:

Name:

Designation:

Designation:

Witness:

Witness:

**ANNEXURE G: Vendor Information Form (Mandatory Document for New Suppliers)**



**VENDOR INFORMATION FORM**  
SRILANKAN CATERING LIMITED

<b>Section A – Basic Information of the Vendor</b>	
1. Registered Name of the Vendor	
2. Registered Address	3. Check Delivery Address
4. Date of Incorporation	5. Business Registration Number
6. Country of Incorporation	
7. Nature of the Business	8. Business Type (Local/ Import)
	9. Currency:
10. Telephone and Fax Numbers  Telephone : Fax :	11. E-mail Address
12. Other Contact Details (If Any)	
13. Registered Name and the Address of Local Agent (If Any)	

**Section B – Bank Details of the Vendor**

14. Name of the Bank and the Address

15. Account Number

16. SWIFT Code / SORT Code

17. Payment Terms

18. Registered for VAT : YES/ NO

If YES, VAT Registration Number :

**Section C – Details of the Directors, Shareholders and Related Parties**

19. Name(s) of the Directors

20. Name(s) of the Shareholders

21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	
22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	
23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited	

<b>Section D – Conflict of Interest</b>		
24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:		
	<b>Yes</b>	<b>No</b>
I. No SLC employee or SLC employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.		
II. No retired SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor’s Company.		
III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.		
IV. Vendor hereby declares it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract.		
V. Please note any exceptions below: Name of SLC employees, elected officials, or immediate family members with whom there may be a potential conflict of interest  I. Name :----- II. Relationship to employee:----- III. Interest in vendor’s company:----- IV. Other:-----		

**Section E – Supporting Documents**

25. Please Attach Copies of ,

- I. Business Registration
- II. Form 20 ( Names of the Directors)
- III. VAT/SVAT Registration/ Details
- IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead.
- V. Three Years Audit Statement Signed by Approved Accountant

As 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 the Vendor’s Authorized Signatory**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

**OFFICE USE ONLY**

<b>SECTION E : VENDOR REGISTRATION DETAILS</b>	
26. System	
<div style="border: 1px solid black; padding: 5px; display: inline-block;">INFLAIR</div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">ORACLE</div>
27. Supplier Selection Criteria	
28. Supplier Code	
29. Estimated Value of the Contact ( Based on the Estimated Consumption)	
Approval    Manager – Procurement and shipping	Approval    Manager - Finance

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
SriLankan Catering Limited,  
Bandaranaike International Airport,  
Katunayake.

Dear Sir,

**PROCESSING OF PAYMENTS THROUGH ONLINE/INTERNET BANKING**

This is to inform you that <Supplier Name> bank details as follows for transfer future payments.

<b>Company Details</b>	<b>Bank Details</b>
Name of the Bank (HNB account holders will get payment on the same day)	
Branch Name	
Account Number	
Bank Code (If any)	
Branch code (If any)	
SWIFT Code (If any)	
IBAN ( If any)	
<b>Contact Details</b>	
e-mail Address (for payment notification)	
Mobile Number (to send you remittance via SMS alternatively) (Not applicable for foreign Suppliers )	
Name of the contact person (to be contacted for clarifications, if any)	

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

.....  
<Authorized Signature>  
<Designation>

## ANNEXURE H: Document Check List

Please submit the completed document check list along with the Bid with the below requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	Submitted/ Not Submitted	
Annexure B	Bid Security declaration	Mandatory	Submitted/ Not Submitted	
Annexure C	Price Schedule form	Mandatory	Submitted/ Not Submitted	
Annexure D	Compliance Sheet	Mandatory	Submitted/ Not Submitted	
Annexure G	Vendor Registration Form including Business Registration Certificate, Form 20(Directors/share holder details)	Mandatory for new suppliers	Submitted/ Not Submitted	
<b>Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected</b>				
ANNEXURE E	Clientele Information Form	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
Section III.2	Required Certificates(quality assurance/other product related)	Mandatory	Submitted/ Not Submitted	
	Financial Statements or bank statements	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Sales Details or Customer recommendations	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
	Data/Product sheets, Analysis reports	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
ANNEXURE H	Document check List	Mandatory	Submitted/ Not Submitted	

Successful Bidder/Bidders should submit the performance security as stated in Section 1, 20.4 and 20.5. Agree/ Not Agree

.....  
Date:

.....  
Name/ Signature

.....  
Company Stamp