



**INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF**

**SUPPLY OF MILK UHT 01 LITER FOR THE YEAR 2021-2022**

**REFERENCE: SLC/CEO/GOODS/012/2021**

**SRILANKAN CATERING LTD  
PROCUREMENT AND SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAYAKE 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 Milk UHT 01 Liter for the year 2021-2022 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>• 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:</p> <ul style="list-style-type: none"> <li>• Sections IV : Bid Submission 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 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 one (01) year</p> <p>5.4 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 LKR delivered to SLC/ CIF or FOB in any approved currency: USD, AUD, EUR, SGD, GBP</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>• HACCP certification</li> <li>• Halal Certificates (Mandatory)</li> <li>• ISO Certificates</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 180 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	<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 confirm the submission to the contact person given in clause 25.1</p> <p>11.2 The sealed envelope or the subject of the e-mail shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;"><b>“SUPPLY OF MILK UHT 01 LITER FOR THE YEAR 2021-2022 SLC/CEO/GOODS/012/2021”</b></p> <p>11.3 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 <b>20<sup>th</sup> July 2021 at 11.30 a.m.</b> SriLankan Time (GMT +5:30). Further, Bidder are allowed to participate for the public bid opening via an online meeting platform
<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 <b><u>Mandatory evaluation criteria</u></b></p> <p>Bidders sample should be approved by the internal hygiene evaluation</p> <p>17.2 The bids shortlisted from internal hygiene evaluation will be subjected to an evaluation based on the following criteria:</p> <ul style="list-style-type: none"> <li>I. Product specification as per in section III of the bidding document - (50% maximum)</li> <li>II. Colour of the product, Taste and Texture after the production evaluation - (15% each for each and total 45% maximum)</li> <li>III. Environmental Sustainability Criteria - (05% maximum) (Please forward details regarding quality certificates such as ISO/HACCP)</li> </ul> <p>Total maximum points available:100%</p> <p>17.3 The shortlisted bids from the technical evaluation will be financially evaluated based on the following criteria.</p> <ul style="list-style-type: none"> <li>I. Quoted price - (80% maximum)</li> <li>II. Minimum lead Time - (10% maximum)</li> <li>III. Minimum MOQ - (10% maximum)</li> </ul> <p>Total maximum points available:100%</p>
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 twenty one (21) days of receipt of such information, the successful Bidder shall sign the contract.</p>
21 Sample Submission	<p>21.1 <b>Sample submission is mandatory on or before the bid submission closing date given in ITB clause 23.1</b></p> <p>21.2 Sample quantities should be as per the sample quantities given in the Schedule if requirement in section III</p> <p>21.3 Suppliers should contact SLC Procurement Department through details given in ITB clause 25.1 prior to the dispatch of the samples.</p> <p>21.4 Offers submitted without samples will not be considered to the evaluation.</p>

## Section II: Data Sheet

ITB Clause Reference	
22.1	<p>The address for submission of Bids is :  <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><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>20<sup>th</sup> July 2021 at 11.30 a.m.</b> - Sri Lankan Time (GMT +5:30)</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>
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), Bidder are allowed to participate for the public bid opening via an online meeting platform provided by SLC upon the request by the bidder.</p>
25.1	<p><b>For Clarification/ handing over bids/ samples:</b></p> <p>Contact Person : Thilina Siriwardana - Executive - Procurement and shipping  Telephone: +94 (0) 19 733 4241  E mail address: <a href="mailto:thilina.siriwardana@srilankancatering.com">thilina.siriwardana@srilankancatering.com</a></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>
26. General Conditions	<p>26.1 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.</p> <p>26.2 Supplier is not allowed to change the price for entire one (01) year contract period.</p> <p>26.3 SLC has the right to allocate order quantity to one supplier or among several suppliers based on the company requirement.</p> <p>26.4 Supplier has to provide relevant Halal certificates, ISO certificated and all other documents related to the environmental sustainability.</p> <p>26.5 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.</p> <p>26.6 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 obtaining reliable Air Freight cost to sellers account.</p> <p>26.7 Financial evaluation will be carried based on the internal exchange rates of SLC.</p> <p>26.8 Payment term (Open account - 45 days from the receipt of the invoice - T/T)</p> <p>26.9 A performance bond of 05% from the annual contract value should be forwarded to SLC based on the discretion of the SriLankan Catering Ltd management.</p> <p>26.10 Orders will be placed monthly based on the SLC requirement</p> <p>26.11 Order volumes may vary due to COVID 19 situation and passenger volumes</p>

### Section III - Schedule of Requirements

No	Gr	Code	Item Description	UOM	Avg. Annual Consumption Each	Specification	Required Sample quantity
1	NA	MI006	Milk UHT Plain 01 Liter	Liters	23,970	<p>01 Liter package of UHT (Ultra heat treated) pasteurized and homogenized milk supplied in 1lt "Tetra pack", With easy to open (Lid) and pour mouth. Product should be pure natural dairy cow's full cream Milk, free of additives, impurities or disease. UHT Pasteurized milk with no artificial colorings or flavors, Date of manufacture, Expiry date and batch number should be mentioned on the pack. Delivery: - In a clean lorry with an ambient temperature. Halal Certified Minimum Shelf life - 01 year from the date of Manufacture</p>	02 Liters

#### Section IV - Bid Submission Form

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

Date:

To: SriLankan 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 for the Supply of Milk UHT 01 Liter For The Year 2021-2022; (As per section III )
- (c) The price of our bid is in LKR delivered to SLC/ CIF or FOB in any approved currency; USD, AUD, EUR, SGD, GBP delivered to SriLankan Catering Ltd:
  - ..... (in numbers)
  - ..... (in words)
- (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 180 days after the bid submission deadline date.

Signed:

Name:

Date



## 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 Milk UHT 01 Liter for the Year 2021-2022 is hereby acknowledged

☐

You may expect to receive our proposal on or before

.....  
.....

☐

We do not intend to submit a proposal because

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

Signed : .....

Title : .....

Company : .....

Date : .....

## ANNEXURE B: Bid Securing Declaration

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

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

\*Name of contract - *Supply of Milk UHT 01 Liter for the Year 2021-2022*

\*Invitation for Bid No: *SLC/CEO/GOODS/012/2021*

\*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 being invited by SriLankan Catering, for the period of time of 03 years starting on *the latest date set for closing of bids of this bid*, if we;
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

**ANNEXURE C: Price Schedule Form**

No	Gr	Code	Item Description	UOM	Price (Delivered to SLC) LKR	Currency	Duty Free Price			Lead Time	MOQ
							FOB Price	CIF Price			
								Sea Freight	Air Freight		
1	NA	MI006	Milk UHT Plain 01 Liter	Liter							

- ❖ Note - SLC is enjoying duty free facility hence SLC can import goods on duty free basis.
- ❖ Payment term (Open account - 45 days from the receipt of the invoice - T/T)

Payment terms : - .....

Name of the bidder:-.....

Contact details :- .....

Address :- .....

Signature and company stamp:- .....

**ANNEXURE D: Compliance Sheet**

Item Description	Specification	Compliance with specification		Remarks
		Yes	No	
Milk UHT Plain 01 Liter	01 Liter package of UHT (Ultra heat treated) pasteurized and homogenized milk			
	Supplied in 1 Liter "Tetra pack"			
	Easy to open (Lid) and pour mouth			
	Product should be pure natural dairy cow's full cream Milk			
	Free of additives, impurities or disease.			
	UHT Pasteurized milk with no artificial colorings or flavors			
	Date of manufacture, Expiry date and batch number should be mentioned on the pack			
	Delivery: - In a clean lorry with an ambient temperature			
	Halal Certified			
	Minimum Shelf life - 01 year from the date of Manufacture			

Signature and date: - .....

**ANNEXURE E: Clientele Information Form**

Company Name		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				

## ANNEXURE F: - Sample Contract

### Supply of Milk UHT 01 Liter for the year 2021-2022 to SriLankan Catering Limited

THIS AGREEMENT made and entered in to in Colombo on this ... day of July, Two Thousand and Twenty (00/00/2021) 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 Milk UHT 01 Liter for the year 2021 to 2022 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 obtaining reliable Air Freight cost to sellers 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 ..... **2021** 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 EX-FACTORY**

The prices in Annexure is based on delivered to the Flight Kitchen located at Katunayake, Sri Lanka

## **6.0 LEAD-TIME**

### **6.1 For Foreign Vendors**

SLC shall give the Supplier a notice of 01 month 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.

### **6.2 For Local Vendors**

SLC shall give the Supplier a notice of 01 week 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.

## **7.0 TERM and TERMINATION OF CONTRACT**

7.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of two (02) Years (the "Contract Period") and the parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

7.2 Notwithstanding Clause 7.1 SLC may terminate this Agreement by giving to the Supplier 45 days written notice without cause (such termination to take effect on the expiry of the notice period).

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

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

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

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

7.3.4 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:



- 7.3.5 If the other party is in breach of any of the terms or conditions of this Agreement;
- 7.3.6 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
- 7.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- 7.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 7.5 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.

## **8.0 INDEMNITY AND LIABILITY**

- 8.1 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:
  - 8.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;
  - 8.1.2 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;
  - 8.1.3 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;
  - 8.1.4 defect(s) in the Goods provided under this Agreement;
  - 8.1.5 violation of any laws, regulations or intellectual property rights of any party;
  - 8.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;
  - 8.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.

- 8.2 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.
- 8.3 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.

## **9.0 LIQUIDATED DAMAGES**

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

- 9.1 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.
- 9.2 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.
- 9.3 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.

## **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 Forty Five (45) days from the receipt of the invoice – T/T

## **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;

14.6.1 In the case of SLC to –

Attn : Mr. Rohan Silva  
E-mail : [rohan.silva@srilankancatering.com](mailto:rohan.silva@srilankancatering.com)  
Tele : 0197334140  
Fax : 0197334142

14.6.2 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

No	Gr	Code	Item Description	UOM	Price (Delivered to SLC) LKR	Currency	Duty Free Price			Lead Time	MOQ
							FOB Price	CIF Price			
								Sea Freight	Air Freight		
1	NA	MI006	Milk UHT Plain 01 Liter	Liter							

ANNEXURE G: Vendor Information Form

	<b>VENDOR INFORMATION FORM</b> SRILANKAN CATERING LIMITED
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<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 &amp; 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

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>