

INVITATION FOR SUBMISSION OF BIDS FOR

SUPPLY BUTTER PAT UNSALTED 10G(TUB) FOR YEAR 2024-2025

REFERENCE: SLC/DPC/GOODS/2024/035

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

Section I. Instructions to Bidder (ITB)

	A: General								
1. Scope of Bid 1.1 SriLankan Catering Ltd invites you to submit a bid for Supply of "Butter unsalted 10g(Tub)" For The Year 2024-2025 as specified in Section III - Scheof Requirements.									
You are requested to confirm your intention to submit a bid by forward duly filled Bid Acknowledgement Form attached, 01 week prior to bid date.									
	B: Contents of Documents								
2. Contents of	2.1 The documents consist of the Sections indicated below.								
Documents	Section I. Instructions to Bidders								
	Section II. Data Sheet								
	Section III. Schedule of Requirements								
	Sections IV. Bid Submission Form								
	Section V. General Conditions								
	Annexure A: Bid Acknowledgement Form								
	Annexure B : Bid Securing Declaration Form								
	Annexure C : Price Schedule Form								
	Annexure D : Compliance sheet								
	Annexure E : Clientele Information Form								
	Annexure F : Sample Contract								
	Annexure G: Vendor Information Form								

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9. Bid Securing 9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using F	Validity of bid	deadline date.						
Declaration included in Annexure B.	_	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.
	D: Submission and Opening of Bid
11. Submission of Bid & Samples	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 supreg@srilankancatering.com and the subject line should be "SLC/DPC/GOODS/2024/035/Butter Pat unsalted 10g(Tub)". Confirmation of the submission should be informed to the contact person given in clause 25.1
	11.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:
	"INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF
	"BUTTER PAT UNSALTED 10G(TUB) FOR THE YEAR 2024-2025"
	SLC/DPC/GOODS/2024/035
	11.3 Please courier/Handover Butter Pat unsalted 10g(Tub) × 12 samples of each proposed label on DDP (Destination Duty Paid) 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.
	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.
	11.5 It is advised to forward the bids in advance to the bid closing date and time.
	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.
12.Deadline for Submission of Bid	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
	To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.
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.
	14.1 SriLankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of SriLankan Catering Ltd and the Bidders on 03 June 2024 immediately after 10.00 a.m. SriLankan Time (GMT +5:30)

E : Evaluation and Comparison of Bid								
15.Clarifications	 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. 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. 							
16.Responsiveness of Bids	of 16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.							

16.Responsiveness of Bids	16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.16.2 If a bid is evaluated as not substantially responsive to the documents issued it may be rejected by the SriLankan Catering Ltd.							
17. Evaluation of bid	17. Sample will be subjected to following guidelines, I. Compliance to Technical Specification II. Product Evaluation (Physical/Microbiology Analysis) III. Quoted Price IV. Payment Term							
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.							
	F: Award of Contract							
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.							
acceptance	 20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted. 20.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it. 20.3 Within twenty-one (21) days of receipt of such information, the successful Bidder shall sign the contract. 							

Section II: Data Sheet

ITB Clause Reference	Submission of Bids
22.1	The address for authoristics of Rida in
22.1	The address for submission of Bids is: Attention: Chief Executive Officer
	Address: SriLankan Catering Ltd, Airline Center
	Bandaranaike international Airport, Katunayake, Sri Lanka.
	Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.
23.1	Deadline for submission of bids is on or before 03 June 2024 , 10.00 a.m.
23.1	SriLankan Time (GMT +5:30)
	 Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.
	 Tender Reference Number and name should be clearly mention in the sample.
24.1	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)
25.1	For Clarification/ handing over bids/ samples:
	Contact Person : Geethani Peiris - Executive - Procurement and shipping
	Telephone: +94 (0) 19733 4241/+94 (0) 710210323
	Sample: Sample should be delivered to the Consignee with Dispatch Note or Sample Free of Charge Invoice
	Attention : Chief Executive Officer
	Address : SriLankan Catering Ltd, Airline Center
	Bandaranaike international Airport, Katunayake, Sri Lanka.
	 Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.
	 Tender Reference Number and name should be clearly mention in the sample.

Section III - Schedule of Requirements

No	Gr	Code	Item Description	иом	Estimated Required Quantity for 01 year	Final Destination	Delivery Date
01	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA	10,200	SriLankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

Brand: President or Lurpak or equivalent Brand

^{**} 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	

Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected

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: S	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 Butter Pat unsalted 10g(Tub) for the year 2024 - 2025						
(c)	The price of our bid is in in LKR deliver price to SriLankan Catering Ltd:						
	1. BUTTER PAT UNSALTED 10G(TUB):						
(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.						
Signe	ed:						
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 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 should be minimum 30 days.

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.

	cion for submission of bids for Supply of Butter Pat unsalted 10g(Tub) for the year 2024 - 2025 is acknowledged
	You may expect to receive our proposal on or before 03 June 2024 , 10.00 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 Date:	-
*Name of contract -Supply of Butter Pat unsalted 10 *Invitation for Bid No: SLC/DPC/GO *To: SriLankan Catering	0g(Tub) for the year 2024 - 2025 DODS/2024/035
We, the undersigned, declare that;	
1. We understand that, according to instructions to bidde be supported by a bid-securing declaration;	ers (hereinafter "the ITB"), bids must
2. We accept that we shall be suspended from being eligi where bids have been invited by SriLankan Catering starting on the latest date set for closing of bids of the	, for the period of time of 120 days
(a) withdraw our Bid during the period of bid valid	lity period specified; or
(b) do not accept the correction of errors in accordanceof the Bidding Document; or	dance with the Instructions to Bidders
(c) having been notified of the acceptance of our validity, (i) fail or refuse to execute the Con- refuse to furnish the performance security, in a	tract Form, if required, or (ii) fail or
3. We understand this bid securing declaration shall expiruped upon the earlier of (i) our receipt of a copy of your not was unsuccessful; or (ii) twenty-eight days after the expirum of	ification to the Bidder that the bidder
4. We understand that if we are a JV, the Bid Securing D that submits the bid. If the JV has not been legally considered Bid Securing Declaration shall be in the names of all for intent.	onstituted at the time of bidding, the
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 [insel	rt authorizing entity]

Dated on [insert day] day of [insert month], [insert year).....

	AN	NEXURE (C: Price Sche	dule Form	1						(Mandatory	Document)	
		me of the	Bidder Principal/ Ma	anufactur									
No) Gr	Code	Item Description	иом	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	O) (Do to	rice ption 1 eliver SLC) KR		Price Option 2 Sea		
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,200			ree)	FOB	CIF	Currency	
			Item			Require Quanti	tv Ann	ual		Opti	ice on 3	_	
No	Gr	Code	Description	UOM	Brand	per Annun		Supply Capacity		FOB	IR CIF	Currency	
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,20	0						
			sident or Lurp	·									
	Pa	yment to	erms ; -	••••••	•••••••••••••••••••••••••••••••••••••••	••••••	••••••	••••••	•••••	•••••	•••••••••••		
	Le	ad Time	:-	•••••	••••••	•••••	•••••••	•••••	••••••	••••••	•••••••••••••••••••••••••••••••••••••••		
	Na	me of th	e bidder :	••••••	•••••••••••••••••••••••••••••••••••••••	•••••••••••••••••••••••••••••••••••••••	••••••	••••••	••••••	••••••			
	Co	ntact de	tails :	••••••	••••••	••••••	•••••••••••••••••••••••••••••••••••••••	•••••	••••••	••••••			
	Ad	dress	:	••••••	••••••	•••••	••••••	••••••	••••••	•••••			

Signature and company stamp:-

MOQ

моQ

Currency

ANNEXURE D: Compliance sheet	(Mandatory Document)		
Name of the Bidder	:		
Name of the Principal/ Manufacture	er:		

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
	Product Quality: Finest quality of unsalted		
	butter with pleasant flavor, colour and		
	aroma		
BUTTER	Product consistency: Without Fungus		
PAT	Product condition: It shall be free of any		
UNSALTED	adulterants, extraneous material or		
10G(TUB)	additives.		
	Product Composition : From partly defatted		
	cow milk, lactic acid		
	Colour: Cream /Pale Yellow		
	Smell: Mild Flavor		
	Taste: Subtle Flavor		
	Product labeling: Batch Number, expiry,		
	manufacturer name and product		
	description to be mentioned in packaging		
	Packaging: Packed in air tight container.		
	Packaging should be 10g tubs foil sealed.		
	Certificates: Should be HALAL certified		
	Shelf life: Minimum shelf life of the product		
	should be one year from the date of		
	manufactured.		
	** The delivery schedule will be once a month	٦.	

Counter Signature	: -		••••••
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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 "Butter Pat unsalted 10g(Tub)" for the year 2024-2025 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 "Butter Pat unsalted 10g(Tub)" 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 confirm 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 fromto 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 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.

5.2 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.

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 LIBILITY

- 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;

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.

9.0 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'.(T/T)

10.0 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.

11.0 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

12.0 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.

13.0 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 breech 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 : <u>himali.samarasinghe@srilankancatering.com</u>

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.

SriLankan Catering Limited	
Name:	Name:
Designation:	Designation:
Witness:	Witness:
Date:	Date:

Annexure A

Supplier -

Product - "BUTTER PAT UNSALTED 10G(TUB)"

Specification -

Item Description	Specification
BUTTER PAT UNSALTED 10G(TUB)	Finest quality of unsalted butter with pleasant flavor, colour and aroma. Without fungus. It shall be free of any adulterants, extraneous material or additives. From partly defatted cow milk, lactic acid. Cream / pale yellow in colour. Mild flavor. Subtle Flavor of taste. Batch Number, expiry, Manufacturer name and product description to be mentioned. Packed in air tight container. Packaging should be 10g tubs Foil sealed. Should be HALAL certified. Minimum shelf life of the product should be one year from the date of manufactured

Price Schedule Form -

						Required Quantity	Price (Deliver		Pr	ice		
No	Gr	Code	Item Description	UOM	Brand	per	to SLC) LKR	S	ea	А	ir	MOQ
			•		Druiiu.	Annum	(Duty Free)	FOB	CIF	FOB	CIF	
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,200						

			10G(TUB)							
Payment Terms -										
Bran Curr Price	ency		- - -							
Price	e Vali	dity peri	iod -							
		pehalf of Catering	Limited		For an	d on beha	llf of			
 Name	:				 Name	 :		 ••••		
Desigr	nation	:			Desigr	nation:				
Witne	ss:				Witne	ss:				

ANNEXURE G: Vendor Information Form



VENDOR INFORMATION FORM

SRILANKAN CATERING LIMITED

Section A — Basic Information of the Vendor	
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, Sharehol	ders 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					
Secti	on D - Conflict of Interest					
24	. I hereby certify that to my knowledge, there	e is no conflict of inte	erest involvin	g the		
ve	ndor named below:					
	No CLC and business of CLC and business of the control of the classical states	Bata Canadha	Yes	No		
I.	No SLC employee or SLC employee's immed member has an ownership interest in vendo					
	deriving personal financial gain from this co					
II.	No retired SLC employee who has been retired from the SLC for less than one (1) year has interest in vendor's Company.					
III.	No SLC employee is contemporaneously em prospectively to be employed with the vend					
IV.	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 :						
I.	Name :					
I. II.	Name : Relationship to employee:					

Section E – Su	upporting Documents	
25. Please	Attach Copies of ,	
I. II. III. IV.	Business Registration Form 20 (Names of the Directors) VAT/SVAT Registration/ Details Attach a Copy of Bank Statement/ Letterhead.	Bank Book/ Bank Details printed on Company
V.	Three Years Audit Statement Signe	ed by Approved Accountant
confirm on behali provided abo event all or any o	f ofve are true and accu	f the Vendor] submitted herewith shall be rejected in
lame: Designation: Date: Signature & Cor	mpany Rubber Stamp:	
	ENDOR REGISTRATION DETAI	LS
26. System	INFLAIR	ORACLE
27. Supplier	Selection Criteria	
28. Supplier	Code	
29. Estimate	ed Value of the Contact (Based on	the Estimated Consumption)
Approval		Approval
Manager – Prod	curement 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.

Company Details	Bank Details
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)	
Contact Details	
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.



INVITATION FOR SUBMISSION OF BIDS FOR

SUPPLY BUTTER UNSALTED BULK FOR YEAR 2024-2025

REFERENCE: SLC/DPC/GOODS/2024/030

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

Section I. Instructions to Bidder (ITB)

	A. C							
A: General								
1. Scope of Bid 1.1 SriLankan Catering Ltd invites you to submit a bid for Supply of "Butte Unsalted Bulk" For The Year 2024-2025 as specified in Section III - Schedul Requirements.								
	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.							
	B: Contents of Documents							
2. Contents of	2.1 The documents consist of the Sections indicated below.							
Documents	Section I. Instructions to Bidders							
	Section II. Data Sheet							
	Section III. Schedule of Requirements							
	Sections IV. Bid Submission Form							
	Section V. General Conditions							
	Annexure A: Bid Acknowledgement Form							
	Annexure B : Bid Securing Declaration Form							
	Annexure C : Price Schedule Form							
	Annexure D : Compliance sheet							
	Annexure E : Clientele Information Form							
	Annexure F : Sample Contract							
	Annexure G : Vendor Information Form							

	C: Preparation of Bid				
3. Documents Comprising your Bid	 3.1 The Bidder Shall Complete & submit following documents with authorized signature & Stamp. Document check List. 				
	Sections IV: Bid Submission Form -Mandatory				
	Annexure B: Bid Securing Declaration Form - Mandatory				
	Annexure C: Price Schedule Form- Mandatory				
	Annexure D: Compliance sheet - Mandatory				
	Annexure E: Clientele Information Form				
	Annexure G: Vendor Information Form				
4. Bid Submission Form and Technical/General					
Specifications & Compliance form	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.				
	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 The Bidders shall quote in LKR if local bidder and foreign bidders shall confirm their currency in Annexure C The prevailing exchange rates published by the Central Bank of Sri Lanka				
7. Documents to	on the date of bid opening will be considered for evaluation purposes 7.1 The Bidder shall submit following documents along with the bid for evaluation:				
Establish Conformity of the	Data sheet of the product				
service	Form 20 (Company Director details)				
	Business registration form				
	 Quality accreditations for the product/ production process (ISO, HACCP, GMP etc.) 				
	All other documents related to the Environmental Sustainability				
	Financial statements of last 02 years / Bank statements				
	Client/sales details for last 03 year period				
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 SecuringDeclaration9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using included in Annexure B.					

1 The bid shall be typed or written in ink and shall be signed by a person duly chorized to sign on behalf of the Bidder. Please ensure all documents are duly signed distamped in the given area when forwarding. D: Submission and Opening of Bid 1.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed neelope to the address given in ITB clause 22.1. or could be send to the secure mail which is supreg@srilankancatering.com and subject line should be SLC/DPC/GOODS/2024/030/Butter Unsalted Bulk". Confirmation of the submission ould be informed to the contact person given in clause 25.1 1.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:
D: Submission and Opening of Bid 1.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed evelope to the address given in ITB clause 22.1. or could be send to the secure mail hich is supreg@srilankancatering.com and subject line should be SLC/DPC/GOODS/2024/030/Butter Unsalted Bulk". Confirmation of the submission would be informed to the contact person given in clause 25.1 1.2 The sealed envelope shall bear the specific identification of this bid exercise as
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·
"INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF
"BUTTER UNSALTED BULK FOR THE YEAR 2024-2025"
SLC/DPC/GOODS/2024/030
.3 Please courier/Handover samples of each proposed label on DDP (Destination Duty Paid) basis (Latest Incoterms) along with the bid or within 7 days from Bid closing date. All charges in connection with the forwarding of the samples should be borne by the bidders.
.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.
.5 It is advised to forward the bids in advance to the bid closing date and time.
.6 If any bidder wishes to hand deliver the bids and samples, please contact iLankan Catering Ltd staff well in advance, for the arrangement of security earance. Refer Section II- Data sheet, clause 25.1 for contact details.
2.1 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
To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.
3.1 SriLankan Catering Ltd shall reject any bid that arrives after the deadline for bmission of bids in accordance with ITB Clause 11.1 above and 23.1.
1 SriLankan Catering Ltd shall conduct a public bid opening in front of the tender ening committee of SriLankan Catering Ltd and the Bidders on 03 JUNE 2024 mediately after 10.00 a.m. SriLankan Time (GMT +5:30)
il e

E : Evaluation and Comparison of Bid					
15.Clarifications	 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. 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. 				

16.Responsiveness of Bids	16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.					
	16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.					
17. Evaluation of bid	17. Sample will be subjected to following guidelines,					
	I. Compliance to Technical Specification					
	II. Product Evaluation (Physical/Microbiology Analysis)					
	III. Quoted Price					
	IV. Payment Term					
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.					
	F: Award of Contract					
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.					
	20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their					
acceptance	bid has been accepted. 20.2 After notification, SriLankan Catering Ltd shall complete the contract, and					
	inform the successful Bidder to sign it.					
	20.3 Within twenty-one (21) days of receipt of such information, the successful Bidder shall sign the contract.					

Section II: Data Sheet

ITB Clause Reference	Submission of Bids				
22.1	The address for submission of Bids is:				
	Attention: Chief Executive Officer				
	Address: SriLankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.				
	Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.				
23.1	Deadline for submission of bids is on 03 JUNE 2024, 10.00 a.m. SriLankan Time (GMT +5:30)				
	 Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids. Tender Reference Number and name should be clearly mention in the sample. 				
24.1	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)				
25.1	For Clarification/ handing over bids/ samples:				
	Contact Person : Geethani Peiris - Executive - Procurement and shipping				
	Telephone: +94 (0) 19733 4241/+94 (0) 710210323				
	E mail address: geethani.peiris@srilankancatering.com Sample: Sample should be delivered to the Consignee:				
	Attention : Chief Executive Officer				
	Address: SriLankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.				
	 Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids. Tender Reference Number and name should be clearly mention in the sample. 				

Section III - Schedule of Requirements

No	Gr	Code	Item Description	иом	Estimated Required Quantity for 01 year	Final Destination	Delivery Date
01	BD	BU101	BUTTER UNSALTED BULK	KG	36,500	SriLankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

Brand: Anchor, Lurpak, Elle Verre, President, Bevrre dlsigny, Le Beverre Bordier, Kerry Gold or equivalent Brand

^{**} 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	

Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected

(Mandatory Document)

	Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format be permitted and no substitutions will be accepted.]							
Date	:							
To: S	riLankan 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 Butter Unsalted Bulk for the year 2024 - 2025							
(c)	The price of our bid is in in LKR deliver price to SriLankan Catering Ltd:							
	1. BUTTER UNSALTED BULK:							
(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.							
Signe	ed:							
Name	e:							
Date								

Section IV - Bid Submission Form

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. 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 should be minimum 30 days.

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.

ANNEXURE B: Bid Securing Declaration	(Mandatory document)
[The Bidder shall fill in this form in accordance with the instruc Date:[in *Name of contract -Supply of Butter Unsalted Bulk for t *Invitation for Bid No: SLC/DPC/GOODS/20 *To: SriLankan Catering Ltd	nsert date by bidder] the year 2024 - 2025
We, the undersigned, declare that;	
1. We understand that, according to instructions to bidders (here be supported by a bid-securing declaration;	einafter "the ITB"), bids must
2. We accept that we shall be suspended from being eligible for c where bids have been invited by SriLankan Catering, for the starting on the latest date set for closing of bids of this bid, it	e period of time of 120 days
(a) withdraw our Bid during the period of bid validity period	od specified; or
(b) do not accept the correction of errors in accordance w of the Bidding Document; or	ith the Instructions to Bidders
(c) having been notified of the acceptance of our Bid by validity, (i) fail or refuse to execute the Contract For refuse to furnish the performance security, in accordance	rm, if required, or (ii) fail or
3. We understand this bid securing declaration shall expire if we upon the earlier of (i) our receipt of a copy of your notification was unsuccessful; or (ii) twenty-eight days after the expiration	to the Bidder that the bidder
4. We understand that if we are a JV, the Bid Securing Declaration that submits the bid. If the JV has not been legally constitute Bid Securing Declaration shall be in the names of all future particle.	ed at the time of bidding, the
Signed [insert signature(s) of authorized representative] In the C	Capacity of [insert title]
Name [insert printed or typed name]	
Duly authorized to sign the bid for and on behalf of [insert autho	rizing entity]

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

ANNEXURE C: Price Schedule Form (Mandatory Document)

	Name of the Bidder :												
	Brand: Anchor, Lurpak, Elle Verre, President, Bevrre disigny, Le Beverre Bordier, Kerry Gold or equivalent Brand												
No	Gr	Code	Item Description	иом		Requir Quant	ity	Supplier Annua Supply Capacit	l /	Option 1 Price (Deliver to SLC)	Prid	ce per Kg	
			-		Brand	per Annu		•		LKR	Option 2	2: Sea Freight	моо
										(Duty Free)	FOB	CIF	
1	BD	BU101	BUTTER UNSALTED BULK	KG		36,50	00						
	- -		•		-	-	-		-		•	•	-
No	Gr	Code	Item	UO	M Bran		Requ Quar	ntity	An	plier's nual pply	Price	e per Kg	
			Descriptio	"			Ann			acity	Option 3	: Air Freight	моо
											FOB	CIF	
1	BD	BU101	BUTTER UNSALTE BULK		G .		36,!	500					
	Country Of Origin:												
	-	nent tei									•••••••		
											••••••••••		
		tact det									••••••		
	Addı	ress	:	••••••		••••••	•••••	••••••	•••••	••••••	•••••	•••••	
	Signature and company stamp :												

ANNEXURE D: Compliance sheet	(Mandatory Document)
Name of the Bidder	:
Name of the Principal/ Manufacture	er:

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
	Composition: From partly defatted cow milk, lactic acid		
	Product condition: Pasteurized		
BUTTER	Colour: Cream /Pale Yellow		
UNSALTED	Shape/ Size: Square Block		
BULK	Smell: Mild Flavor		
	Taste: Subtle Flavor		
	Texture: Soft		
	Weight per Packaging: 10Kg – 25Kg		
	Kind of Packing: Fully wrapped with poly material		
	Atmosphere: At delivery and storage temperature ≤+5 *c		
	Minimum Shelf life: Minimum shelf life of		
	the product should be one year from the		
	date of manufactured.		
	Certificate: Should be Halal certified		
	Certificate: Should be HACCP certified		
	** The delivery schedule will be once a month	۱.	-

Counter Signatur	e:	-	•••••
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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 "Butter Unsalted Bulk" for the year 2024-2025 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 "Butter Unsalted 10g" 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 confirm 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 fromthe 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 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.

5.2 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.

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.
- 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;

- 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.

9.0 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'.(T/T)

10.0 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.

11.0 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

12.0 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.

13.0 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 breech 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 : <u>himali.samarasinghe@srilankancatering.com</u>

Tele : 0197334140 Fax : 0197334140

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:						
Wikasas	With and						
Witness:	Witness:						
Date :	Date:						

14.7.2 in the case of Supplier to -

:

Address

Attn E-mail

Tel

Annexure A

Supplier -

Product - "BUTTER UNSALTED BULK"

Specification -

Item Description	Specification
BUTTER UNSALTED BULK	Composition: From partly defatted cow milk, lactic acid Condition: Pasteurized Colour: Cream / Pale yellow Shape/Size: Square Block Taste: Subtle flavor Smell: Mild Flavor Texture: Soft Weight per Packing: 10Kg - 25kg Kind of Packing: Fully wrapped with poly material Atmosphere: At delivery and storage temperature ≤+5 *c Minimum shelf life: Should be one year from the date of manufactured Certificate: Should be HACCP certified

Price Schedule Form -

			Item 116				Required	Required	Price		P	rice											
No	Gr	Code										LIOM	иом	шом	. !	0	Quantity		(Deliver to SLC)	Sea		Air	
	J	6646	Description		Brand	per Annum	LKR (Duty Free)	FOB	CIF	FOB	CIF												
1	BD	BU101	BUTTER UNSALTED BULK	KG		36,500																	

Payment Terms -

Brand -

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 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, Sharehol	ders and Related Parties
19. Name(s) of the Directors	
20. Name(s) of the Shareholders	

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			
Secti	on D — Conflict of Interest			
l	. I hereby certify that to my knowledge, there	e is no conflict of inte	erest involving	the
vei	ndor named below.		Yes	No
I.	No SLC employee or SLC employee's immed member has an ownership interest in vendo deriving personal financial gain from this con	r's company or is		
II.	No retired SLC employee who has been retired from the SLC for less than one (1) year has interest in vendor's Company.			
III.	No SLC employee is contemporaneously emprospectively to be employed with the vender			
IV.	Vendor hereby declares it has not and will n hospitality of any monetary value or any oth any SLC employee to obtain or maintain a c	er gratuities to		
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:			

21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited

Section E – S	Supporting Documents				
25. Please	Attach Copies of ,				
I. II. III.	Business Registration Form 20 (Names of the Directors) VAT/SVAT Registration/ Details				
IV.	Letterhead.	Bank Book/ Bank Details printed on Company			
V.	Three Years Audit Statement Signe	ed by Approved Accountant			
As authorized representative of					
	Vendor's Authorized Signatory				
OFFICE USE O	ompany Rubber Stamp: ONLY VENDOR REGISTRATION DETAI	ILS			
26. System					
	INFLAIR	ORACLE			
27. Supplie	r Selection Criteria				
28. Supplie	er Code				
29. Estimat	ted Value of the Contact (Based on	the Estimated Consumption)			
Approval		Approval			
Manager – Pro	ocurement 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.

Company Details	Bank Details
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)	
Contact Details	
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.

Yours faithfully,
<authorized signature=""></authorized>
<designation></designation>

Thanking you.