TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ

Dumlupınar Bulvarı No:252 (Eskişehir Yolu 9. Km.) 06530 /ANKARA www.tobb.org.tr - tobb@hs01.kep.tr

Sayı : E-34221550-720-4552 **Tarih**: 07.05.2024
Konu : Sri Lanka SriLankan Catering Ltd Tarafından Yayımlanan İhale Duyurusu

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

İlgi : Sri Lanka Ankara Büyükelçiliği'nden alınan 02.05.2024 tarihli e-posta

İlgide kayıtlı yazıda, SriLankan Catering Ltd'nin 2024-2025 yılı için "Piknik Tereyağı, Tuzsuz 10g" tedarikine ilişkin yayımladığı, bir örneği ekli ihale duyurusu iletilmekte ve söz konusu ihalenin kapanış tarihinin 3 Haziran 2024 olduğu bildirilmektedir.

Bilgilerinizi ve söz konusu ihalenin ilgili üyelerinize duyurulmasını rica ederim.

Saygılarımla

e-imza
Ali Emre YURDAKUL
Genel Sekreter Yardımcısı

EK: Sri Lanka SriLankan Catering Ltd Tarafından Yayımlanan İhale Duyurusu (59 sayfa)

Bu belge, 5070 Sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile İmzalanmıştır.
Evrak sorgulaması https://odaborsaebys.tobb.org.tr:443/tso-sanliurfa-envision/Validate_Doc.aspx?eD=BSRC4B100&eS=3225 adresinden yapılabilir.

From: KUBİLAY ŞİMŞEK
Sent: Thu, 2 May 2024 08:42:14 +0000
To: ebys
Subject: FW: INVITATION FOR BIDS - SRI LANKAN CATERING LTD OF SRI LANKA
Attachments: SLC DPC GOODS 2024 030 INVITATION FOR SUBMISSION OF BIDS FOR BUTTER UNSALTED BULK.pdf, SLC DPC GOODS 2024 035 INVITATION FOR SUBMISSION OF BIDS FOR BUTTER UNSALTED 10G.pdf

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From: INFO <info@tobb.org.tr>
Sent: Thursday, May 2, 2024 11:33 AM
To: KUBİLAY ŞİMŞEK <kubilay.simsek@tobb.org.tr>
Subject: İlt: INVITATION FOR BIDS - SRI LANKAN CATERING LTD OF SRI LANKA

Gönderen: prot@srilanka.org.tr <prot@srilanka.org.tr>
Gönderildi: 2 Mayıs 2024 Perşembe 10:23
Kime: INFO
Konu: INVITATION FOR BIDS - SRI LANKAN CATERING LTD OF SRI LANKA

KONU: TEKLİF DAVETİ - SRI LANKAN CATERING LTD

Sayın Beyefendi/Hanımefendi,

Sri Lanka Büyükelçiliği, bu belge ile birlikte Sri Lankan Catering LTD. tarafından yayınlanan ihale ilanının bir kopyasını da göndermek istemektedir. Bu nedenle Sri Lanka, uluslararası üne sahip üreticilerden, yurtdışındaki Akredite İhracat Acentelerinden veya Sri Lanka'daki Akredite Yerel Acentelerinden kapalı teklifleri davet etmektedir.

Büyükelçilik Türk şirketlerinin katılımını desteklemektedir.

Ekte daha fazla bilgiye ulaşabilirsiniz.

Teşekkürler

Saygılarımla

SUBJECT: INVITATION FOR BIDS - SRI LANKAN CATERING LTD

Dear Sir/Madam,

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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The Embassy of Sri Lanka would like to send the copy of the tender notice published by Sri Lankan Catering LTD of Sri Lanka along with this document. Therefore, Sri Lanka invites sealed bids from internationally renowned manufacturers, their Accredited Export Agents abroad or their Accredited Local Agents in Sri Lanka.

The Embassy supports the participation of Turkish companies.

There is more information in the appendix.

Thanks

Sincerely

Embassy of Sri Lanka
Gaziosmanpaşa, Kırlangıç Sokak No. 41,
Çankaya/ Ankara
Tel: +90 312 427 10 21

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Gelen Tarih Saat 07.05.2024 - 8:25
Gelen Evrak Tarih Saat - 07.05.2024 - 16963

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

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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 Pat unsalted 10g(Tub)" For The Year 2024-2025 as specified in Section III - Schedule of 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 Documents	2.1 The documents consist of the Sections indicated below. • 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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	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 • Annexure H: Document Check List
4. Bid Submission Form and Technical/General Specifications & Compliance form	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form. 5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid. 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 on the date of bid opening will be considered for evaluation purposes
7. Documents to Establish Conformity of the service	7.1 The Bidder shall submit following documents along with the bid for evaluation: • Data sheet of the product • 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 Securing Declaration	9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure B.

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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. 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 **03 June 2024** immediately after 10.00 a.m. SriLankan Time (GMT +5:30)

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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. Notification of 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.

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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 or before 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 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.**

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Section III - Schedule of Requirements

No	Gr	Code	Item Description	UOM	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.

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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				

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

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

Date:

To: SriLankan Catering Ltd

We, the undersigned, declare that:

(a) We have read and have no reservations to the document issued;

(b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements Supply of 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.

Signed: …….

Name: ……..

Date ……..

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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.

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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 Butter Pat unsalted 10g(Tub) for the year 2024 - 2025 is hereby 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 : .....

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

*[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]*
Date: …… *[insert date by bidder]*
*Name of contract –Supply of Butter Pat unsalted 10g(Tub) for the year 2024 - 2025
*Invitation for Bid No: SLC/DPC/GOODS/2024/035
*To: *SriLankan Catering Ltd*

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;

2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by SriLankan Catering, for the period of time of 120 days starting on *the latest date set for closing of bids of this bid*, if we;

   (a) withdraw our Bid during the period of bid validity period specified; or

   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or

   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future patterns 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)*……

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ANNEXURE C: Price Schedule Form **(Mandatory Document)**

Name of the Bidder : .....

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

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Price Option 1 (Deliver to SLC) LKR (Duty Free)	Price Option 2		Currency	MOQ
									Sea			
									FOB	CIF		
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,200						

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Price Option 3		Currency	MOQ
								AIR			
								FOB	CIF		
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,200					

Brand : President or Lurpak or equivalent Brand

Payment terms : - .....

Lead Time : - .....

Name of the bidder :-.....

Contact details :- .....

Address :- .....

Signature and company stamp :- .....

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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ANNEXURE D: Compliance sheet **(Mandatory Document)**

Name of the Bidder : .....

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

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
BUTTER PAT UNSALTED 10G(TUB)	**Product Quality:** Finest quality of unsalted butter with pleasant flavor, colour and aroma		
	Product consistency: Without Fungus		
	Product condition: It shall be free of any adulterants, extraneous material or 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.			

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				

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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

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conditions of supplies, SLC shall be entitled to obtain same from any other source.

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

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

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

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

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

2.0 DELIVERY

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

3.0 GOODS IN TRANSIT

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

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

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

4.0 PRICE

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

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

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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.

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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.

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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.

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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	:	himali.samarasinghe@srilankancatering.com
Tele	:	0197334140
Fax	:	0197334140

14.7.2 in the case of Supplier to -

Address	:
Attn	:
E-mail	:
Tel	:

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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 :

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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 -

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Price (Deliver to SLC) LKR (Duty Free)	Price				MOQ
								Sea		Air		
								FOB	CIF	FOB	CIF	
1	JA	BU056	BUTTER PAT UNSALTED 10G(TUB)	100EA		10,200						

Payment Terms -

Brand -
Currency -
Price -

Price Validity period -

For and on behalf of
SriLankan Catering Limited

……
Name:

Designation:

Witness:

For and on behalf of

…….
Name:

Designation:

Witness:

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ANNEXURE G: Vendor Information Form

VENDOR INFORMATION FORM

SRILANKAN CATERING LIMITED

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

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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	

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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	

Section D – Conflict of Interest

24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

		Yes	No
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:----------

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Section E – Supporting Documents
25. Please Attach Copies of , I. Business Registration II. Form 20 (Names of the Directors) III. VAT/SVAT Registration/ Details IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead. V. Three Years Audit Statement Signed by Approved Accountant

As authorized representative of ..... [Name of the Vendor], I hereby confirm on behalf of ..... [Name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of ..... [Name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of the Vendor's Authorized Signatory

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

OFFICE USE ONLY

SECTION E : VENDOR REGISTRATION DETAILS	
26. System INFLAIR	ORACLE
27. Supplier Selection Criteria	
28. Supplier Code	
29. Estimated Value of the Contact (Based on the Estimated Consumption)	
Approval Manager – Procurement and shipping	Approval Manager - Finance

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Gelen Evrak Tarih Sayı: 07.05.2024 - 8225
Gelen Evrak Tarih Sayı: 07.05.2024 - 16963

<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.

Thanking you.
Yours faithfully,

……
<Authorized Signature>
<Designation>

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Geleni Tarih Saat 07.05.2024 - 8:25
Geleni Evrak Tarih Saat - 07.05.2024 - 16963

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

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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 Bulk" For The Year 2024-2025 as specified in Section III - Schedule of 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 Documents	2.1 The documents consist of the Sections indicated below. • 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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	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	4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form. 5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid. 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 on the date of bid opening will be considered for evaluation purposes
7. Documents to Establish Conformity of the service	7.1 The Bidder shall submit following documents along with the bid for evaluation: • Data sheet of the product • 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 Securing Declaration	9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure B.

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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 subject line should be "SLC/DPC/GOODS/2024/030/Butter Unsalted Bulk".** 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 UNSALTED BULK FOR THE YEAR 2024-2025" SLC/DPC/GOODS/2024/030** 11.3 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. 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 & Samples	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. 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 03 **JUNE 2024** immediately after 10.00 a.m. SriLankan Time (GMT +5:30)

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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	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. Notification of 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.

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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.**

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Section III - Schedule of Requirements

No	Gr	Code	Item Description	UOM	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.

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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				

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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Section IV - Bid Submission Form **(Mandatory Document)**

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

Date:

To: SriLankan Catering Ltd

We, the undersigned, declare that:

(a) We have read and have no reservations to the document issued;

(b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements Supply of 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.

Signed: …….

Name: ……

Date ……..

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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.

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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 Butter Unsalted Bulk for the year 2024 - 2025 is hereby 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 : .....

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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ANNEXURE B: Bid Securing Declaration **(Mandatory document)**

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

Date: …….. *[insert date by bidder]*

*Name of contract –Supply of Butter Unsalted Bulk for the year 2024 - 2025

*Invitation for Bid No: SLC/DPC/GOODS/2024/030

*To: *SriLankan Catering Ltd*

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;

2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by SriLankan Catering, for the period of time of 120 days starting on *the latest date set for closing of bids of this bid*, if we;

   (a) withdraw our Bid during the period of bid validity period specified; or

   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or

   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future patterns 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]*……

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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ANNEXURE C: Price Schedule Form
(Mandatory Document)

Name of the Bidder : .....

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

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

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Option 1 Price (Deliver to SLC) LKR (Duty Free)	Price per Kg		MOQ
									Option 2: Sea Freight		
									FOB	CIF	
1	BD	BU101	BUTTER UNSALTED BULK	KG		36,500					

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Supplier's Annual Supply Capacity	Price per Kg		MOQ
								Option 3 : Air Freight		
								FOB	CIF	
1	BD	BU101	BUTTER UNSALTED BULK	KG		36,500				

Country Of Origin:.....

Payment terms : - .....

ETA from PO date : .....

Contact details :- .....

Address :- .....

Signature and company stamp :- .....

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

Name of the Bidder : .....

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

Item Description	Specification	Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)	Remarks
BUTTER UNSALTED BULK	**Composition:** From partly defatted cow milk, lactic acid		
	Product condition: Pasteurized		
	Colour: Cream /Pale Yellow		
	Shape/ Size: Square Block		
	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.			

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				

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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.

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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.

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4.0 PRICE

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

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

5.0 LEAD-TIME

5.1 **For Foreign Vendors**
SLC shall give the Supplier a notice of 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;

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6.3.6 If the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or

6.3.7 If the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.

6.4 Termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.

6.5 On termination of this Agreement the Supplier shall only be entitled to payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Goods duly provided in accordance with the terms of this Agreement. The Supplier shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Supplier (including its agents, employees and representatives) as a result of this Agreement.

7.0 INDEMNITY AND LIABILITY

7.1 The Supplier shall indemnify and hold harmless SLC free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SLC, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:

7.1.1 claim in respect of any workers of the Supplier under the Workman's Compensation laws or any other law;

7.1.2 accident, injury or death caused to any person except where such liability arises by negligence or willful misconduct of SLC, its servants, agents' employees or representatives;

7.1.3 acts of theft, pilferage of property or other acts committed by the Supplier or its workers which cause financial loss or are likely to bring SLC into disrepute;

7.1.4 defect(s) in the Goods provided under this Agreement;

7.1.5 violation of any laws, regulations or intellectual property rights of any party;

7.1.6 non-conformity of the Goods with any samples provided by the Supplier and approved by SLC;

7.1.7 Lack of merchantable quality and/or fitness for the purposes of Goods envisaged under this Agreement.

7.2 Notwithstanding, Clause 8.1 above, SLC may, without prejudice to its right to terminate this Agreement, require the Supplier to pay SLC the total value of any property lost, damaged or pilfered by the Supplier or its workers.

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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,

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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	:	himali.samarasinghe@srilankancatering.com
Tele	:	0197334140
Fax	:	0197334140

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14.7.2 in the case of Supplier to -

Address :

Attn :

E-mail :

Tel :

IN WITNESS WHEREOF the parties hereto have caused their authorized signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above.

For and on behalf of **SriLankan Catering Limited**	For and on behalf of ……
…… Name:	……. Name:
Designation:	Designation:
Witness :	Witness :
Date :	Date :

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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 Halal certified **Certificate:** Should be HACCP certified

Price Schedule Form -

No	Gr	Code	Item Description	UOM	Brand	Required Quantity per Annum	Price (Deliver to SLC) LKR (Duty Free)	Price				MOQ
								Sea		Air		
								FOB	CIF	FOB	CIF	
1	BD	BU101	BUTTER UNSALTED BULK	KG		36,500						

Payment Terms -

Brand -

Price -

Price Validity period -

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For and on behalf of

SriLankan Catering Limited

……

Name:

Designation:

Witness:

For and on behalf of

…….

Name:

Designation:

Witness:

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ANNEXURE G: Vendor Information Form

VENDOR INFORMATION FORM

SRILANKAN CATERING LIMITED

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

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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	

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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	

Section D – Conflict of Interest

24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

		Yes	No
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:----------

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Section E – Supporting Documents
25. Please Attach Copies of , I. Business Registration II. Form 20 (Names of the Directors) III. VAT/SVAT Registration/ Details IV. Attach a Copy of Bank Statement/ Bank Book/ Bank Details printed on Company Letterhead. V. Three Years Audit Statement Signed by Approved Accountant

As authorized representative of ……. [Name of the Vendor], I hereby confirm on behalf of …… [Name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of ……. [Name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of the Vendor's Authorized Signatory

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

OFFICE USE ONLY

SECTION E : VENDOR REGISTRATION DETAILS	
26. System INFLAIR	ORACLE
27. Supplier Selection Criteria	
28. Supplier Code	
29. Estimated Value of the Contact (Based on the Estimated Consumption)	
Approval Manager – Procurement and shipping	Approval Manager - Finance

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<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.

Thanking you.
Yours faithfully,

…….
<Authorized Signature>
<Designation>

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