



**REGISTRATION OF SUPPLIERS FOR SUPPLY OF**

**“MILK POWDER BULK” FOR THE YEAR 2023-2024**

**REFERENCE: SLC/DPC/GOODS/112/2022**

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

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

|                                 |  |
|---------------------------------|--|
| <b>A: General</b>               |  |
| 1. Scope of registration        | <p>1.1 SriLankan Catering Ltd invites potential suppliers to register for Supply of “MILK POWDER BULK” for the year 2023-2024 as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a Registration document by forwarding the duly filled “Registration Documents Acknowledgement Form” attached as Annexure - A, 01 week prior to the closing date of submission of Registration Document.</p>   |
| <b>B: Contents of Documents</b> |  |
| 2. Contents of Documents        | <p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Suppliers</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Sections IV. Registration document Submission Form</li><li>• Annexure A : Registration document Acknowledgement Form</li><li>• Annexure B: Compliance Sheet</li><li>• Annexure C : Clientele Information Form</li><li>• Annexure D : Sample Contract</li><li>• Annexure E: Vendor Information Form</li></ul> |

|   | <b>C: Preparation of Registration document</b>  |
|---|---|
| 3. Documents<br>Comprising your<br>registration<br>document   | <p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Sections IV : Registration document Submission Form</li> <li>• Annexure B: Compliance Sheet</li> <li>• Annexure C : Clientele Information Form</li> <li>• Annexure E: Vendor Information Form</li> </ul>   |
| 4. Registration<br>document<br>Submission Form<br>and<br>Technical/General<br>Specifications &<br>Compliance form | <p>4.1 The supplier shall submit the Registration document Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>  |
| 5. Prices   | <p>5.1 Bidders should forward ONLY the sample at the 1<sup>st</sup> phase.</p> <p>5.2 Sri Lankan Catering Ltd will conduct the sample evaluation as per specified in the ITB clause 14 - Evaluation criteria.</p> <p>5.3 Based on the approved samples, Sri Lankan Catering Ltd will be calling Quotations based on the requirement during the contract period.</p> <p>5.4 Provided sample should be valid for one (01) year period</p>   |
| 6. Documents to<br>Establish<br>Conformity of<br>the service  | <p>6.1 The supplier shall submit following documents along with the Registration document for evaluation:</p> <ul style="list-style-type: none"> <li>• Data sheet of the product</li> <li>• Form 20 (Company Director details)</li> <li>• Business registration form</li> <li>• ISO Certificates</li> <li>• Halal Certificate</li> <li>• HACCP certificate</li> <li>• All other documents related to the Environmental Sustainability</li> <li>• Financial statements of last 02 years / Bank statements</li> <li>• Client/sales details for last 03 year period</li> </ul> |
| 7. Format and<br>Signing of<br>Registration<br>document   | <p>7.1 The Registration document shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the supplier. Please ensure all documents are duly signed and stamped in the given area when forwarding.</p>   |

| <b>D: Submission and Opening of Registration documents</b>     |  |
|--|--|
| 8. Submission of registration documents                        | <p>8.1 Supplier shall submit their registration documents by registered post, courier or by hand in a sealed envelope to the address given in ITB clause 19.1 or could be send to the secure mail which is <a href="mailto:supreg@srilankacatering.com">supreg@srilankacatering.com</a> and confirm the submission to the contact person given in clause 22.1</p> <p>8.2 The sealed envelope or the subject of the e-mail shall bear the specific identification of this Registration document exercise as indicated follows:</p> <p style="text-align: center;"><b>REGISTRATION OF SUPPLIERS FOR<br/>SUPPLY OF MILK POWDER BULK FOR THE YEAR 2023-2024<br/>REFERENCE: SLC/DPC/GOODS/112/2022</b></p> <p>8.3 If any supplier wishes to hand deliver the registration documents and samples, please contact SriLankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer Section II- Data sheet, clause 22.1 for contact details.</p> |
| 9. Deadline for Submission of Registration documents           | <p>9.1 Registration documents must be received by the Sri Lankan Catering Ltd to the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet. Clause 20.1</p> <p>To avoid any delay, it is recommended to submit the registration documents 02 days in advanced to the closing date.</p>   |
| 10. Late Registration document                                 | <p>10.1 Sri Lankan Catering Ltd shall reject any registration document that arrives after the deadline for submission of registration documents in accordance with ITB Clause 8.1 above and 20.1.</p>  |
| 11. Opening of registration documents                          | <p>11.1 Sri Lankan Catering Ltd shall conduct a closed registration documents opening in front of the tender opening committee of Sri Lankan Catering Ltd on 21st March 2023 at 11.30 a.m. Sri Lankan Time (GMT +5:30).</p>  |
| <b>E : Evaluation and Comparison of registration documents</b> |  |
| 12. Clarifications   | <p>12.1 To assist in the examination, evaluation and comparison of the registration documents, Sri Lankan Catering Ltd may, at its discretion, ask any supplier for a clarification of its documents. Any clarification submitted by a supplier in respect to its registration document which is not in response to a request by the Sri Lankan Catering Ltd shall not be considered.</p> <p>12.2 Sri Lankan Catering Ltd request for clarification and the response shall be in writing at Sri Lankan Catering Ltd email address specified in the Data Sheet.</p>   |
| 13. Responsiveness of registration documents                   | <p>13.1 Sri Lankan Catering Ltd will determine the responsiveness of the registration documents to the documents based on the contents of the registration documents received.</p> <p>13.2 If a registration documents is evaluated as not substantially responsive to the documents issued, it may be rejected by the Sri Lankan Catering Ltd.</p>  |

|   |  |
|---|--|
| 14. Evaluation of registration document   | <p>14.1 Samples will be subjected to an internal Hygiene evaluation and compliance with product specification which will be a mandatory requirement.</p> <p>14.2 The registration documents shortlisted from the mandatory evaluation will be subjected to an evaluation based on the following criteria:</p> <ul style="list-style-type: none"> <li>I. Colour of the product, Taste and Texture after the production evaluation - (30% for each &amp; total is 90% maximum)</li> <li>II. Environmental Sustainability Criteria - (Please forward details regarding Energy Management / Recycle Procedures / Waste Management influence relevant to Product Process / any quality certificates such as ISO 14,000 or any other equivalence) (10% maximum)</li> </ul> <p><b>Total maximum points available: 100%</b></p> <p>Shortlisted samples from above evaluation will be registered as a shortlisted supplier for supply of MILK POWDER BULK for the year 2023-2024. Based on SLC requirement, prices will be called periodically.</p> |
| 15. Sri Lankan Catering Ltd' Right to Accept any Registration document, and to Reject any or all registration document. | 15.1 Sri Lankan Catering Ltd reserves the right to accept or reject any registration document, and to annul the process and reject all registration documents at any time prior to acceptance, without thereby incurring any liability to suppliers.   |
| <b>F: Award of Contract</b>   |  |
| 16. Acceptance of the registration document   | 16.1 Sri Lankan Catering Ltd will accept the registration document of the supplier whose offer substantially responsive to the documents issued.   |
| 17. Notification of acceptance  | <p>17.1 Sri Lankan Catering Ltd will notify the successful supplier, in writing, that their sample has been accepted.</p> <p>17.2 After notification, Sri Lankan Catering Ltd shall complete and make ready the contract, and inform the successful supplier to sign it off.</p> <p>17.3 Within twenty one (21) days of receipt of letter of acceptance, the successful supplier shall enter in to the contract with Sri Lankan Catering Ltd.</p>  |
| 18 Sample Submission  | <p>18.1 Sample submission is <b>mandatory</b> on or before the Registration document submission closing date given in ITB clause 20.1</p> <p>18.2 Sample quantities should be as per the sample quantities given in the Schedule if requirement in section III</p> <p>18.3 Suppliers should contact SLC Procurement Department through details given in ITB clause 22.1 prior to the dispatch of the samples.</p>  |

**Section II: Data Sheet**

| ITB Clause Reference       |   |
|----------------------------|---|
| 19.1                       | <p>The address for submission of registration documents is:<br/>           Attention: <b>Chief Executive Officer</b><br/>           Address: <b>SriLankan Catering Ltd</b><br/> <b>Airline Center</b><br/> <b>Bandaranaike International Airport</b><br/> <b>Katunayake, Sri Lanka.</b></p> <p><b>Details should be provided one day in advance to arrange security clearance if the supplier wishes to hand deliver registration documents.</b></p>  |
| 20.1                       | <p>Deadline for submission of registration documents &amp; sample is on or before 21st March 2023 at 11.30 a.m. - Sri Lankan Time (GMT +5:30)</p> <p><b>Details should be provided one day in advance to arrange security clearance if the supplier wishes to hand deliver registration documents &amp; samples.</b></p>  |
| 21.1                       | <p>Opening of registration documents will be done closely by Sri Lankan Catering Ltd bid opening committee.(Opening as per clause 11.0)</p>   |
| 22.1                       | <p><b>For Clarification/ handing over registration documents / samples:</b></p> <p>Contact Person: Thilina Siriwardana - Asst. Manager - Procurement and shipping<br/>           Telephone: +94 (0) 19 733 4241<br/>           E mail address: <a href="mailto:thilina.siriwardana@srilankancatering.com">thilina.siriwardana@srilankancatering.com</a></p> <p><b>Details should be provided one day in advance to arrange security clearance if the supplier wishes to hand deliver registration documents.</b></p>  |
| 23.1<br>General Conditions | <p>23.1 If the sample is approved, it is mandatory that the supplier signs the Contract for supply of the approved product with SriLankan Catering Ltd for relevant contract period.</p> <p>23.2 SLC will notify the supplier on the approval/Rejection of sample after the evaluation. If the sample is approved, price quotations will be called for each consignment wise.</p> <p>23.3 Sample approved supplier will be shortlisted for each order.</p> <p>23.4 When calling quotations from sample approved supplier, supplier shall quote LKR delivered to SLC or CIF / FOB in approved currency: USD, AUD, EUR, SGD, GBP.</p> <p>23.5 Supplier has to provide relevant ISO certificates and all other documents related to the environmental sustainability.</p> <p>23.6 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.</p> <p>23.7 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by obtaining reliable Air Freight cost on sellers account.</p> <p>23.8 Financial evaluation will be carried based on the internal exchange rates of SLC.</p> <p>23.9 Preferable credit period would be 45 days after receipt of invoice.</p> <p>23.10 A performance bond of 05% from the each order value should be forwarded to SLC based on the discretion of the SriLankan Catering Ltd management.</p> |

### Section III - Schedule of Requirements

| No | Gr | Code  | Item Description | UOM | Average Consumption for 01 year | Specification   |
|----|----|-------|------------------|-----|---------------------------------|---|
| 1  | BD | MI203 | MILK POWDER BULK | KG  | 22,000                          | Finest quality of milk powder with pleasant flavor colour and aroma / free of any adulterants, Extraneous material or additives / Batch number, expiry, manufacturer name and product description to be mentioned / Packed in air tight container, packaging / Minimum shelf life of the product should be one year from the date of manufactured / Package in 2-15Kg / Should be HACCP and HALAL certified |

#### Section IV - Registration Document Submission Form

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

Date:

To: Sri Lankan Catering Ltd

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements Supply of MILK POWDER BULK for the year 2023-2024; (As per section III)
- (c) Our samples shall be valid for the time specified in ITB Clause 5.4
- (d) We understand that our sample, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

Signed:

Name:

Date



**ANNEXURE A: Registration documents Acknowledgement Form**

All suppliers shall confirm your intention to submit a registration documents by forwarding the duly filled registration documents Acknowledgement Form, 01 weeks prior to closing date.

Invitation for Registration of suppliers for Supply of MILK POWDER BULK for the year 2023-2024 is hereby acknowledged

You may expect to receive our proposal on or before 21st March 2023 at 11.30 a.m.

.....  
.....

We do not intend to submit a proposal because

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

Signed : .....

Title : .....

Company : .....

Date : .....

**ANNEXURE B: Compliance Sheet**

| Item Description | Specification  | Comply 100% |    | Remarks |
|------------------|--|-------------|----|---------|
|                  |  | YES         | NO |         |
| MILK POWDER BULK | Finest quality of milk powder  |             |    |         |
|                  | Pleasant flavor colour and aroma   |             |    |         |
|                  | Free of any adulterants, extraneous material or additives                          |             |    |         |
|                  | Batch Number, expiry, manufacturer name and product description to be mentioned    |             |    |         |
|                  | Packed in air tight container/packaging  |             |    |         |
|                  | Minimum shelf life of the product should be one year from the date of manufactured |             |    |         |
|                  | Package in 2-15Kg  |             |    |         |
|                  | Should be HACCP certified  |             |    |         |
|                  | Should be HALAL Certified  |             |    |         |

**Signature:** - .....

**Brand Name:** - .....

**Minimum Order quantity:** - .....

**Lead time:** - .....

**Country of Origin:** - .....

**Payment term :** - .....

**Name of the supplier:-**.....

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

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

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

**ANNEXURE C: Clientele Information Form**

| Company Name | Company Representative's Contact Details (Please state name, official email address and telephone number) | Client since | Goods and Service provided |
|--------------|---|--------------|----------------------------|
| 1            |   |              |                            |
|              |   |              |                            |
| 2            |   |              |                            |
|              |   |              |                            |
| 3            |   |              |                            |
|              |   |              |                            |
| 4            |   |              |                            |
|              |   |              |                            |
| 5            |   |              |                            |
|              |   |              |                            |
| 6            |   |              |                            |
|              |   |              |                            |

ANNEXURE D: - Sample Contract

**Registration of suppliers for supply of "MILK POWDER BULK" for the year 2023-2024 to Sri Lankan Catering Limited**

THIS AGREEMENT made and entered in to in Colombo on this ... day of..., Two Thousand and Twenty Three (00/00/2023) 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**") which term or expression as herein used shall where the context so requires or admits mean and include the said **SRILANKAN CATERING LIMITED**, its successors and permitted assigns), of the **FIRST PART** and
2. **M/s .....**, a Company incorporated in ..... bearing company registration no. .... and having its registered office at ..... (hereinafter referred to as the "Supplier" which term or expression as herein used shall where the context so requires or admits mean and include the said....., its successors and permitted assigns) of the **SECOND PART**.

SLC and Supplier shall individually be referred to as a "Party" and collectively "Parties".

**WHEREAS**

- A. SLC is desirous of purchasing the "MILK POWDER BULK" for the year 2023-2024 as per Annexure and whereas the Supplier is desirous of supplying same.
- B. The Supplier has agreed to supply to SLC quantities of the Goods on terms and conditions set out below.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

**1.0 OBLIGATIONS OF SUPPLIER**

- 1.1 Supplier shall supply the said Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin/certificate for genetically modification free and halal certificate as may be required. Provided that nothing herein shall prejudice the right of or prevent SLC from checking prices from other sources at any time.
- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.

- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.
- 1.6 If for any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders placed by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.
- 1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.
- 1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods. SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.
- 1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- 1.10 If supplier unable to deliver the goods as per the agreed lead time by Sea Cargo, due any reason (including shipping delays) supplier has to send the goods by air by obtaining reliable Air Freight 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**

- 3.1 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.
- 3.2 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.
- 3.3 All other procedures such as insurance queries or investigations etc., shall be processed subsequent to the above process.

### **4.0 PRICE**

- 4.1 The Supplier shall sell and SLC shall purchase the goods referred to each price quotation forwarded to SLC during the contract period. The specification given on the Annexure shall not be changed during the Contract Period.
- 4.2 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 One (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 One (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 One (01) Years (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 Forty-Five (45) days written notice without cause and such termination shall take effect on the expiry of the said 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:
- a) if the other Party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within Thirty (30) days of the written notice of the breach to the defaulting Party or immediately if the breach is incapable of remedy;
  - b) If the other Party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
  - c) 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 Sri Lankan 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 (01) day.
- 9.2 Liquidated damages have stipulated in sub Clauses 9.1 and 9.2 of this clause shall also apply in the case where staggered deliveries are required.
- 9.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

## **10.0 PAYMENTS**

- 10.1 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.
- 10.2 Terms of payments under this Agreement will be on Forty Five (45) days from the receipt of the invoice – T/T (Open account)



## **11.0 REJECTION OF GOODS**

- 11.1 In the event, where the Goods supplied fail to meet the requirements set out in Annexure A 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 by notification in writing within [ 14 ] days and the Supplier shall be required to replace the rejected Goods with the correct requirement immediately without any additional charges or return money in full as recommended by SLC.
- 11.2 Any freight charges/delivery charges incurred in this regard shall be borne by the Supplier.

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

- 12.1 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.
- 12.2 If a dispute of any kind whatsoever arises between SLC and the Supplier, then every effort will be made by the Parties to settle such dispute amicably.
- 12.3 If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter of this Agreement cannot be amicably resolved, the Parties hereby agree to irrevocably submit to the exclusive jurisdiction of Courts in the Democratic Socialist Republic of Sri Lanka for the determination of such controversy, difference or disputes arising under this Agreement.

## **13.0 FORCE MAJEURE:**

- 13.1 In the event that either Party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected Party with all reasonable dispatch.
- 13.2 Notwithstanding the above each Party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 13.3 In the event the force majeure event relates to delivery of goods by the Supplier, unless otherwise directed by SLC in writing, the Supplier shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 13.4 If the period of delay or non-performance continues for Four (04) weeks, the Party not affected by the force majeure event may terminate this Agreement immediately with written notice to the affected Party.

#### **14.0 GENERAL**

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

14.6.1 In the case of SLC to -

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

14.6.2 In the case of Supplier to -

Address :  
Attn :  
E-mail :  
Tel :

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

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

For and on behalf of  
.....

.....  
Name:

.....  
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

- Supplier** -
- Product** - MILK POWDER BULK
- Specification** - Finest quality of milk powder with pleasant flavor colour and aroma / free of any adulterants, Extraneous material or additives / Batch number, expiry, manufacturer name and product description to be mentioned / Packed in air tight container, packaging / Minimum shelf life of the product should be one year from the date of manufactured / Package in 2-15Kg / Should be HACCP and HALAL certified.
- Brand** -
- Price** -
- Price Validity period** -

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

For and on behalf of

.....

.....

Name:

Name:

Designation:

Designation:

Witness:

Witness:

ANNEXURE E: 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<br>Telephone :<br>Fax :       | 11. E-mail Address               |
| 12. Other Contact Details (If Any)                          |                                  |
| 13. Registered Name and the Address of Local Agent (If Any) |                                  |

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

14. Name of the Bank and the Address

15. Account Number

16. SWIFT Code / SORT Code

17. Payment Terms

18. Registered for VAT : YES/ NO

If YES, VAT Registration Number :

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

19. Name(s) of the Directors

20. Name(s) of the Shareholders

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

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

**Section E – Supporting Documents**

25. Please Attach Copies of ,

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

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

**Details of the Vendor’s Authorized Signatory**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:



**OFFICE USE ONLY**

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

<Company Letter Head>

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

Dear Sir,

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

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

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

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

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