From: TUNA EVMEZ
Sent: Tue, 21 Jan 2025 09:13:08 +0000
To: ebys
Subject: FW: Invitation for Bids - Sri Lankan Catering Ltd Ltd Supply of Frozen White Fish Fillet (Pangasius Fish) for one year contract period (15th of March 2025 to 14th of March 2026)
Attachments: SLC DPC GOODS 2024 068 INVITATION FOR SUBMISSION OF BIDS FOR FROZEN WHITE FISH FILLET.pdf

From: SLEMB Ankara <slemb.ankara@mfa.gov.lk>
Sent: Monday, January 20, 2025 3:23 PM
Subject: Invitation for Bids - Sri Lankan Catering Ltd Ltd Supply of Frozen White Fish Fillet (Pangasius Fish) for one year contract period (15th of March 2025 to 14th of March 2026)

İhale Daveti – Sri Lankan Catering Ltd. Invitation for submission of Bids for the supply of Frozen white fish fillet (Pangasius Fish)

Sayın Yetkili,

Sri Lanka Demokratik Sosyalist Cumhuriyeti Büyükelçiliği olarak, Sri Lankan Catering Ltd tarafından yayınlanan ihale duyurusunu ekte tarafınıza iletmekten memnuniyet duyarız. Uluslararası üne sahip üreticilerden, yurt dışındaki yetkili ihracat acentelerinden veya yerel yetkili acentelerden kapalı teklifler davet edilmektedir.

Büyükelçilik, Türk şirketlerin katılımını güçlü bir şekilde desteklemektedir.

Daha fazla bilgi için lütfen ekli belgelere başvurunuz.

Teşekkür ederiz.

Invitation for Bids - Sri Lankan Catering Ltd. Invitation for submission of Bids for the supply of Frozen white fish fillet (Pangasius Fish)

Dear Sir or Madam,

The Embassy of the Democratic Socialist Republic of Sri Lanka is pleased to convey the attached tender notice published by Sri Lankan Catering Ltd. Sealed bids are invited from internationally renowned manufacturers, their accredited export agents abroad, or their accredited local agents.

The Embassy strongly supports the participation of Turkish companies.

For further information, please refer to the attached documents.

Thank you.

Embassy of Sri Lanka
No. 41, G.O.P., Kırlangıç Street,
Çankaya, Ankara
Türkiye 06700

Tel. : +90 312 427 1021 (Direct)
: +90 312 427 1032 (Emergency - 07x24)
Fax : +90 312 427 1026

Web : http://srilanka.org.tr
: @slembankara
: Sri Lanka Embassy in Ankara
: slembinankara

INVITATION FOR SUBMISSION OF BIDS FOR

SUPPLY OF FROZEN WHITE FISH FILLET (PANGASIUS/BASA FISH)

FOR ONE YEAR CONTRACT PERIOD

(15TH OF MARCH 2025 TO 14TH OF MARCH 2026)

REFERENCE: SLC/DPC/GOODS/2025/068

CLOSING DATE:05/02/2025

CLOSING TIME: 11.00 am

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

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	1.1 Sri Lankan Catering Ltd invites you to submit a bid for Supply of "Frozen White Fish Fillet" For one year Contract period (15th of March 2025 to 14th of March 2026) 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 B1: Bid Securing Declaration Form • Annexure B2: Form of Performance Security • Annexure C: Price Schedule Form • Annexure D: Compliance sheet • Annexure E: Clientele Information Form • Annexure F: Sample Contract • Annexure G: Vendor Information Form • Document check List

	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 B1: Bid Securing Declaration Form - Mandatory • Annexure C: Price Schedule Form- Mandatory • Annexure D: Compliance sheet - Mandatory • Schedule of Requirement III.III: Mentioned Mandatory Requirement • 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 one year. 5.4 quoted Prices 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, BRC/IFS/FSSC 22000/Friend of Sea/BAP, 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.

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/2025/068/FROZEN WHITE FISH FILLET (PANGASIUS/BASA FISH)".** 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 "FROZEN WHITE FISH FILLET (PANGASIUS/BASA FISH) PERIOD OF ONE YEAR (15TH OF MARCH 2025 TO 14TH OF MARCH 2026)" SLC/DPC/GOODS/2025/068** 11.3 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 05th of February 2025 immediately after 11.00 a.m. SriLankan Time (GMT +5:30)
E: Evaluation and Comparison of Bid	
15.Clarifications	15.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Catering Ltd may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Catering Ltd shall not be considered. 15.2 SriLankan Catering Ltd request for clarification and the response shall be in writing at SriLankan Catering Ltd email address specified in the Data Sheet.

16.Responsiveness of Bids	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	17.1 Sample will be subjected to following guidelines, I. Compliance to product Specification II. Product Evaluation (Physical/Microbiology Analysis/ Sensory) 17.2 Quoted Price 17.3 Payment and delivery Term 17.4 Past performance and customer recommendations 17.5 Quality assurance certifications
18. Sri Lankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.	18.1 Sri Lankan Catering Ltd reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.
F: Award of Contract	
19. Acceptance of the Bid	19.1 Sri Lankan Catering Ltd will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
20. Notification of acceptance	20.1 Sri Lankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted. 20.2 After notification, Sri Lankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.

	20.3 Within twenty (21) days of receipt of such information/Letter of Acceptance, the successful Bidder shall sign the contract. 20.4 Within fourteen (14) days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 5% of the estimated total value of the contract. This amount could be paid by a cash deposit to the SLC cashier or should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of 45 Days from the date of commencement of the contract. Format for the Performance Security Form included in Annexure B2. 20.5 Failure of the successful Bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and execute the Bid Security declaration. In the event Sri Lankan Catering Ltd may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.

Section II: Data Sheet

ITB Clause Reference	**Submission of Bids**
22.1	The address for submission of Bids is by hand delivery/post/courier. 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.** Or Online submission can be submitted to supreg@srilankancatering.com and subject line should be **"SLC/DPC/GOODS/2025/068/FROZEN WHITE FISH FILLET (PANGASIUS/BASA FISH)"**
23.1	Deadline for submission of bids is on 5th February of 2025, 11.00 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 mentioned on 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: Mayumi Siriwardhana - Executive - Procurement and shipping Telephone: +94-19-733-4241 E mail address: mayumi.siriwardhana@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 mentioned in the sample.**

Section III – Schedule of Requirements

We, SLC require to select prospective Bidder/Bidders to fulfill below requirement including delivery guideline and the mentioned certificates.

No	Gr	Code	Item Description	UOM	Estimated Required Quantity for one year	Final Destination	Delivery Date
1	DT	FH002	FRZ FISH FILLET	KG	85,000	Sri Lankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

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

Destination: Sri Lankan Catering Ltd, Airline Center Bandaranaike International Airport, Katunayake, Sri Lanka.
Deliveries should be on a staggered basis as per SLC requirement.

- Bidders should submit the required certificates along with the Bid mentioned under III.II.
- Selected Bidder Should submit the performance security as mentioned in 20.4 under the section I

SCHEDULE OF REQUIREMNT III.II

Certificates Requirement

1. IF the Bidder is Manufacturer

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

2. If the Bidder is 3rd Party Vendor

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

3. If the Bidder is local supplier

    - **Mandatory Requirement: At least one certificate should be available.**

    System certificates, such as GMP/BRC / HACCP / FSSC 22000/, issued by recognized certification body.

    - Site Inspection is to be conducted and recommendation needs to be given prior to awarding the contract.

<u>Abbreviations of the certificates</u>

BRC Certificate: British Retail Consortium

IFS Certificate: International Featured Standards

HACCP Certificate: Hazzard Analysis Critical Control Points

FSSC 22000 Certificate: Food Safety System Certification

BAP Certificate: Best Aquaculture Practices

<u>Other Requirements</u>

Please attach the proof/any evidence of sales or recommendations of other customers

Section IV - Bid Submission Form (Mandatory Document)

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

Date:

To: Sri Lankan Catering Ltd

We, the undersigned, declare that:

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

(b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements Supply of Frozen White Fish Fillet (Pangasius/Basa fish) contract for one year (15th of March 2025 to 14th of March 2026)

(c) The price of our bid is in in LKR deliver price to SriLankan Catering Ltd:

1. As per the quoted items and rated in the price schedule form.

(d) Our bid shall be valid for the time specified in ITB Clause 8.1

(e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Bid Securing Declaration is attached and same is valid for a period of 120 days after the bid submission deadline date.

Signed: ……………………………………………………………………………………………….

Name: ………………………………………………………………………………………………

Date ………………………………………………………………………………………………..

Section V – General Conditions

I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with Sri Lankan Catering Ltd prior to the commencement of the purchasing.

II. The supplier is not allowed to change the price for the entire one year contract (15th of March 2025 to 14th of March 2026) .

III. Special terms and conditions of the bidder should be stated in the price schedule form separately.

IV. 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.

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

VI. The credit period should be minimum 30 days.

ANNEXURE A: Bid Acknowledgement Form

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

Invitation for submission of bids for Supply of Frozen White Fish Fillet (Pangasius/Basa Fish) for the period of one year in (15th of March 2025 to 14th of March 2026) is hereby acknowledged.

☐ You may expect to receive our proposal on or before 05th of February 2025, 11.00 a.m. ....

☐ We do not intend to submit a proposal because ....

Signed : ....

Title : ....

Company : ....

Date : ....

ANNEXURE B 1: Bid Securing Declaration
(Mandatory document)

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

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

*Name of contract –Supply of Frozen White Fish Fillet (Pangasius/Basa fish) in (15th Of March 2025 to 14th of March 2026)

*Invitation for Bid No: **SLC/DPC/GOODS/2025/068**

*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 365 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]* ……………………………………………………

ANNEXURE B 2: Performance Security

FORM OF PERFORMANCE SECURITY (Unconditional)

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

Beneficiary: -- [Name and Address of Employer]

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

We have been informed that --- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. --------------------[reference number of the contract] dated ---------------- with you, for the ----------------- [insert "construction"] of ------------------ - ----- ------------------------------------- [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we -- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --------- --- [amount in figures] (---) [amount in words], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the -------day of ----------, 20---- [insert date, 90 days from the project completion] and any demand for payment under it must be received by us at this office on or before that date.

______________________ [signature(s)

Annexure C **Price Schedule** **(Mandatory Document)**

Name of the Bidder : ....

Name of the Principal/ Manufacture..

Currency:..

Option 1 for Local Importers: Shipments under Sri Lankan Catering Ltd can be cleared on Duty free basis and deliver to SLC
Option 2: for Local Importers
Option 3 for Local Manufacturers/Vendors

	Gr	Code	Item Description	UOM	Brand	Country Of Origin	Required Quantity Annum	Supplier's Annual Supply Capacity	Option 1 Price (Deliver to SLC) (Duty Free)	Option 2 Price					Shelf Life
										Sea		MOQ	Air		
										FOB	CIF		FOB	CIF	
1	DT	FH002	FRZ FISH FILLET	KG			85,000								

Contract Period: One year

Successful Bidder should submit the performance security as mentioned under the 20.4,20.5 of the Section I (ITB): Agree/Disagree...

Payment terms : - ....

Refer Section V - General Conditions

ETA from PO Date: -Sea .... Air...................................

Contact details :- Name:.. Mobile:..

Email address :- ....

Signature and company stamp: - ....Date:.............................

Option 3 for Local Manufacturers/Vendors

No	Gr	Code	Item Description	UOM	Brand	Shelf Life	Country Of Origin	Required Quantity per Annum	Supplier's Annual Supply Capacity	Option 3 Price (Deliver to SLC) LKR TAX EXCLUSIVE	MOQ
1	DT	FH002	FRZ FISH FILLET	KG				85,000			

Contract Period: One year

Successful Bidder should submit the performance security as mentioned under the 20.4,20.5 of the Section I (ITB): Agree/ Disagree……………………………………

Payment terms : - …………………………………………………………………………………….……………………

Refer Section V - General Conditions

Delivery period from PO Date: -……………………………………………………………………………………..

Contact details :- Name:……………………………………………………………………………………………… Mobile:………………………………………………………………………..

Email Address :- ………

Signature and company stamp: - ………Date:……………………….

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

Name of the Bidder : ....

Type of the Bidder: Local Manufacturer/ Local Supplier/3rd Party Vendor/..

Item Description	**Specification**	**Compliance with specification (Put 'Yes' or 'No' and attach proof if yes)**	**Remarks**
Frozen White Fish Fillet (Pangasius/Basa fish)	Product nature: Fresh (Maximum 01-month-old at packing) Product Condition: Frozen Consistency: Filleted, white meat, skinless, boneless, belly off, fat off and red meat off Quality Edges: Well-trimmed Yield: 95% net weight Package: Box individually in clear packets Certificates: HACCP certified Size: Fillet sizes between 450g-550g Shelf life: Minimum shelf life of the product should be one year (12 months) from the date of manufacture Thawing process: Frozen fish will be kept in a thaw box or thawing chamber for 24 hours, while maintaining the product's surface temperature below 8°C		

Authorized Signature:...

ANNEXURE E: Clientele Information Form

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

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

ANNEXURE F: - Sample Contract

Supply of "Frozen White Fish Fillet (Pangasius/Basa fish)" for the period of one year (15th of March 2025 to 14th of March 2026) to Sri Lankan Catering Limited

THIS AGREEMENT made and entered in to in Colombo on this … day of ………, Two Thousand and Twenty-Five (00/00/2025) by and between

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

WHEREAS

A. SLC is desirous of purchasing the "Frozen White Fish Fillet (Pangasius/Basa fish)" for the period of one year in (15th of March 2025 to 14th of March 2026) 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 requested certificate under schedule of requirement.

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

1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.

1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing/texture/colour shall be subject to prior approval by SLC.

1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.

1.5 All packing shall confirm to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.

1.6 If or any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders places by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.

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

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

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

1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 60% of its unexpired 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 **........................**the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

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

5.0 LEAD-TIME

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

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

6.0 TERM and TERMINATION OF CONTRACT

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

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

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

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

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

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

6.3.4 Either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:

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

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

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

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

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

7.0 INDEMNITY AND LIABILITY

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

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

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

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

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

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

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

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

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

7.3 SLC shall indemnify and hold harmless the Supplier free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Supplier or damage to the Supplier (or its workers) property caused by SLC's negligence or willful misconduct.

8.0 LIQUIDATED DAMAGES

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

8.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One day.

8.2 Liquidated damages have stipulated in sub Clauses 8.1 and 8.2 of this clause shall also apply in the case where staggered deliveries are required.

8.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

9.0 NON-PERFORMANCE

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

10.0 PAYMENTS

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

Terms of payments under this Agreement will be 'on Thirty (30) days credit basis'.(T/T)

11.0 REJECTION OF GOODS

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

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

12.0 GOVERNING LAW AND JURISDICTION:

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

13.0 FORCE MAJEURE:

13.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.

13.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.

14.0 GENERAL

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

14.2 The rights and remedies of SLC against the Supplier for the 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 :
E-mail :
Tele :
Fax :

14.7.2 in the case of Supplier to -

Address :
Attn :
E-mail :
Tel :

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

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

Annexure A

Supplier -

Product - "Frozen White Fish Fillet (Pangasius/Basa fish)"

Specification -

As per the Annexure D (Compliance Sheet)

Price Schedule Form -
As per the Quoted Rates/terms & Conditions in Annexure C (Price schedule form)

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

ANNEXURE G: Vendor Information Form

	VENDOR INFORMATION FORM **SRILANKAN CATERING LIMITED**

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

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

Section C – Details of the Directors, Shareholders and Related Parties	
19. Name(s) of the Directors	
20. Name(s) of the Shareholders	

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

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:---		

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

<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>

ANNEXURE G -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 B1	Bid Security declaration	Mandatory	YES/NO	
Annexure C	Price Schedule form	Mandatory	YES/NO	
Annexure D	Compliance Sheet	Mandatory	YES/NO	
ANNEXURE E	Clientele Information Form	Not Mandatory. But considered for the evaluation	Submitted/ Not Submitted	
ANNEXURE H	**Document check List**	Mandatory	Submitted/ Not Submitted	
Above documents are mandatory requirement when Bid submission and Bids without above documents (not Completed/Not signed/Not stamped) will be stand rejected				