INVITATION FOR SUBMISSION OF BIDS FOR

SUPPLY OF RICE BASMATI LONG GRAIN FOR ONE YEAR

(01ST OF JANUARY 2027 TO 31st OF DECEMBER 2027)

REFERENCE: SLC/DPC/GOODS/2026/033

CLOSING DATE: (01/12/2026)

TIME: 10.00 am (SL Time)/ (GMT +4:30)

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 Rice Basmati Long Grain for one year (01st of January 2027 to 31st of December 2027) (a) 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 Security Guarantee Form • Annexure C: Non – collusion Affidavit Form • Annexure D : Price Schedule Form • Annexure E : Compliance sheet • Annexure F : Clientele Information Form • Annexure G : Sample Contract • Annexure H : Vendor Information Form • Annexure I : Document check List

	C: Preparation of Bid
3. Documents Comprising your Bid	3.1 The document shall comprise the following: **Mandatory on Bid Submission** • Sections IV : Bid Submission Form (**Mandatory)** • Annexure B : Bid Security Guarantee (**Mandatory**) • Annexure C: Non – collusion Affidavit Form (**Mandatory**) • Annexure D : Price Schedule Form (**Mandatory**) • Annexure E : Compliance sheet (**Mandatory**) • Annexure F : Clientele Information Form • Annexure H : Vendor Information Form (Mandatory for new suppliers) including requested documents(Business registration form, Form 20,Company director details, Tax registration certificate, copy of bank statement without transactions) • Annexure I: Document check List (Mandatory) 3.2 Quality Assurance Certificates • Refer the Section III.2 under the Schedule of Requirement (Section III) 3.3 Other Product Related Documents • Data/Product sheets, Analysis reports 3.3 Documents to Establish Conformity of the service. • Financial statements of last 02 years / Bank statements • Client/sales details for last 03-year period • All other documents related to the Environmental Sustainability
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 for one year Contract period. (a) 5.3 Contract period will be one year (01st of January 2027 to 31st of December 2027) 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 bidders shall confirm their currency in Annexure D 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. Quality Assurance Certificates	7.1 Refer the Section **III.2 under the Schedule of Requirement**
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 Security guarantee	9.1 The Bidder shall furnish as part of its bid, an irrevocable refundable Bid Security Guarantee 1% from the estimated purchase value from a reputed Commercial Bank in Sri Lanka or bidders can deposit the same amount by cash to the SLC and should attach the original receipt to the bidding document using Form included in Annexure B(Please note that all original receipts should be handed over on or before the bid closing time.) Considering the nature of the business, existing suppliers are allowed to reserve the amount equivalent to bid security value from the due amount and submit the official confirmation letter on the letterhead confirming the consent. 9.2 The Bid Security Guarantee shall remain valid for a period of seventy four days (74) days, from the date of Bid Opening up to and including 13th of February 2027.
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 hand in a sealed envelope to the address given in ITB clause 22.1 of Section II (Data sheet). or could be send to the secure mail which is **tender@srilankancatering.com with the subject line** **" SLC/DPC/GOODS/2026/033/ RICE BASMATHI LONG GRAIN "** **and** confirm the submission to the contact person given in clause 25.1 of Section II (Data sheet). 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** RICE BASMATHI LONG GRAIN **"** **(1ST OF JANUARY 2027 TO 31ST OF DECEMBER 2027)** **SLC/DPC/GOODS/2026/033** 11.3 Complaint Bidders will be provided with instructions to submit the samples. All charges in connection with the forwarding of the samples should be borne by the bidders. 11.4 It is advised to forward the bids well in advance to the bid closing date and time. 11.5 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 advance 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 Refer section II (Data Sheet)
	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 Sri Lankan 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 with Technical Specification II. Product Evaluation (Physical/Microbiology Analysis/Sensory Evaluation) III. Quoted Price IV. Payment Term V. Past Performance VI. Verification of Vendor information form/ Business registration documents
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 fourteen (14) days of receipt of such information, the successful Bidder shall sign the contract. 20.4 Within fourteen (14) days of the receipt of notification of award from the SriLankan Catering Ltd, the successful Bidder shall furnish the performance security of 10% 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 15 Months 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 guarantee. In the event SriLankan 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**
22.1Pre-bid meeting	Pre-bid meeting will be held on 11th of November 2026, 11.30 am at SLC conference room
23.1	Deadline for submission of bids is on or before **1st of December 2026, 10.00 a.m.** Sri Lankan Time (GMT +4:30)
24.1	SriLankan Catering Ltd shall conduct a public bid opening in front of the tender opening committee of Sri Lankan Catering Ltd and the 1st of December 2026 immediately after 10.00 a.m. Sri Lankan Time (GMT +4:30)
25.1	**For Clarification/ handing over bids/ samples:** Contact Person: **Ishani Hiranthani** – Assistant Manager Procurement & Shipping Telephone: +94 71 021 0456 E mail address: ishani.hiranthani@srilankancatering.com> Sample: Sample should be delivered to the Consignee: Attention: **Chairman** Address: **Department Procurement Committee (DPC),** **SriLankan Catering Limited,** **Airline Centre,** **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.** • **Samples should be handed over along with the bid documents before the tender closing date. If additional time is required, 7th December 2026 will be considered the final date for sample submission related to this tender.** • **Samples shall be submitted on the date specified in the bidding document, where required. Submission of a new sample shall not be required where the product offered has been evaluated and approved by SLC within the preceding two (02) years, subject to the following:** **a) The bidder shall provide written confirmation that the brand and specifications of the product offered under this tender are identical to those of the product previously approved by SLC; and** **b) The previous approval shall be subject to verification and acceptance by SLC.** **c) Existing product meets the product specifications required by SLC.** • **Notwithstanding the above, SLC reserves the right to request a fresh sample at any stage of the evaluation where considered necessary, including for the purpose of verifying the product's conformity with the required specifications and quality standards. Where such a sample is requested, the bidder shall submit it within the timeframe specified by SLC.**

ITB Clause Reference	**Standstill Period**
26.1	An unsuccessful bidder who is aggrieved by the recommendation of the Department Procurement Committee may appeal in writing against the recommendation to the Department Procurement Appeal Committee within the Standstill Period. Before the expiry of the third (3rd) working day of the Standstill Period, any unsuccessful bidder may request a debriefing from the Procurement Entity. The Procurement Entity shall conclude the debriefing before the expiry of the fifth (5th) working day of the Standstill Period. If any successful bidder wishes to submit an appeal, such an appeal shall be made before the expiry of the Standstill Period. Each appeal shall be made in writing and shall be accompanied by a non-refundable cash deposit of Sri Lankan Rupees Ten Thousand (LKR 10,000/=) payable to SriLankan Catering Ltd. (Bank account details will provide with the recommendation). All appeals shall be handed over to the relevant entity, and an acknowledgment shall be obtained, or, with the recommendation of the Department Procurement Committee, an official email address will be provided for online submission, then an acknowledgment shall be obtained. It shall be the responsibility of the appellant to ensure that the appeals submitted contain all relevant documents relied upon to support the grievance. 1. The address for the submission of bid appeals is as follows: **For hand delivery/Email** **Attention:** Chairman **Address:** Procurement Appeal Committee SriLankan Catering Ltd Airline Center Bandaranaike International Airport Katunayake, Sri Lanka 2.Email: proc-appeal@srilankancatering.com

Section III - Schedule of Requirements

CODE	ITEM	UOM	ESTIMATED ANNUAL CONSUMPTION	Final Destination	Delivery Date
AF RI008	RICE BASMATI LONG GRAIN	KG	96000	Sri Lankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake, Sri Lanka.	As per SLC requirement on staggered basis

SLC is a state owned, BOI registered company with duty free privilege.

** Please note that the quantities given above are estimated quantities and would differ depending on passenger loads, flight frequency, destination changes, meal service etc. And also note that will consider the Quality, Price, Past performance for the evaluation.

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 Rice Basmati Long Grain for one year (01st of January 2027 to 31st of December 2027)

(b) The price of our bid deliver to SriLankan Catering Ltd as per the mentioned delivery term in the price schedule (Annexure D)
As per the price schedule: Currency: ……
…….

1. As per the quoted rates in the price Schedule (Annexure D)

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

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

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

(f) Bid Security guarantee is attached and same is valid for a period of seventy four days (74) after the bid submission deadline date (1st of December 2026).

Signed: ……

Stamp:……

Name: ……

Date :……

Section V – General Conditions

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

II. Supplier is not allowed to change the price for entire one 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. According to Food Act No 26 of 1980 section 32 "All items of food imported into Sri Lanka shall at the point of entry in to Sri Lanka, possess a minimum period of sixty per centum (60%) of unexpired shelf life.

VI. If supplier is unable to deliver the goods as per the agreed lead time by Sea Cargo (If agreed shipping method for a PO), 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 will be 30 days credit.

VIII. For the advance payment (Maximum 30% of the order value) requested by the bidder, the bidder should submit a bank guarantee issued by a commercial bank in Sri Lanka and be approved by the Central Bank of Sri Lanka (CBSL), which is not exceeding 30% of the order value, and the validity period will be requested by SLC at the time of making the payment.

IX. Local suppliers have a responsibility to provide valid "Tax invoice" prescribed by Inland Revenue Department at the time of delivery of goods. If tax invoice is not compatible with specified format ,input tax will not be released until supplier sends valid tax invoice to the SLC.

ANNEXURE A: Bid Acknowledgement Form (Mandatory)

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 Rice Basmati long Grain (01st of January 2027 to 31st December 2027) for one year is hereby acknowledged.

☐ You may expect to receive our proposal on or before 1st of December 2026, **10.00 a.m**.

.....

.....

☐ We do not intend to submit a proposal because.

.....

.....

.....

.....

.....

Signed : .....

Title : .....

Company : .....

Date : .....

ANNEXURE B: Format for Bid Security Guarantee
(Mandatory Document)

[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

---------- [Insert issuing agency's name and address of issuing branch or office]

Beneficiary: ---------- [Insert (by PE) name and address of Employer/ Purchaser]

Date: ---------- [Insert (by issuing agency) date]

BID GUARANTEE No.: ---------- [Insert (issuing agency) number]

We have been informed that ---------- [Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners] (hereinafter called "the bidder") has submitted to you its bid dated ---------- [Insert (issuing agency) date] (hereinafter called "the bid") for the execution/supply [select appropriately] of [Insert name of contract] under invitation for bids No. ---------- [Insert IFB number] ("the IFB").

Furthermore, we understand that, according to tour conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ---------- [Insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- [Insert amount in figures] ---------- [Insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the ITB") of the IFB; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is 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, otherwise it will remain in force up to ---------- (Insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date ----------.

[signature(s) authorized representative(s)]

ANNEXURE B 2: Performance Security (Format)

(Successful Bidder should submit)

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: Non-collusion Affidavit (Mandatory)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents

therein and admitted to be correct, affirmed and set

his/her signature hereto before me)

on this ….……day of …… at ……

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

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

Name of the Bidder : ……

Name of the Principal/ Manufacturer : ……

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

No	Gr	Code	Item Description	UOM	Brand	Country Of Origin	Required Annual consumption	Supplier's Annual capacity	Option 1 Price (Deliver to SLC) (Duty Free)	Option 2 Price					Shelf Life
										Sea		MOQ	Air		
										FOB	CIF		FOB	CIF	
1	AF	RI008	RICE BASMATI LONG GRAIN	KG			96000								

Contract Period: 12 months

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 Annual consumption	Supplier's Annual capacity	Option 3 Price (LKR) (Excluding VAT& SSCL)	VAT (LKR) (18%)	SSCL (LKR) (2.5%)	Price (LKR) (VAT)+ (SSCL)	MOQ
1	AF	RI008	RICE BASMATI LONG GRAIN	KG				96000						

***Local manufactures /vendors will be paid only in Local currency.**

Contract Period: 12 months

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 E : 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
RICE BASMATI LONG GRAIN	Bright white color Grains, smell mild flavor Nonstick texture after cooking Grown exclusively in specific area of India and Pakistan Double Silky Polished and 100% sorted. Free of Dust, Stones, Paddy, Grains & any other foreign objects insects, Larvae or any other bacteriological or Chemical contamination Average Grain length 09-11 mm Broken Length not more than 0.25% MAX, No discolored grains 1121 Classic (Raw Basmati Rice) Moisture levels lower than 12% 5kg - 20kg volume plastic packaging of a watertight polyurethane or plastic material of food grade The manufacturer name details, Batch number, Expiry, Manufacturer name to be mentioned Minimum Shelf life - 01 year from the date of Manufacture. "Three fourth ¾ of the total shelf life at the time of delivery. ISO 22000 certification		
** The delivery schedule will be as per SLC requirement on staggered basis			

Authorized Signature: - …….

Name of the Authorized person: …….

Company Stamp:…….

ANNEXURE F: 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 G: - Sample Contract

SUPPLY OF RICE BASMATI LONG GRAIN TO SRILANKAN CATERING LIMITED

THIS AGREEMENT made and entered in to on this [●], 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 **SRI LANKAN CATERING LIMITED,** its successors and permitted assigns), of the **FIRST PART**, and

2. [●], a Company incorporated in [●], bearing company registration [●]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**.

WHEREAS

A. SLC is desirous of purchasing [●] for a period of [●] as per the specifications as set out in "Annexure E" and whereas the Supplier is desirous of supplying [●] to SLC (hereinafter referred to as the "Goods").

B. The Supplier is engaged in the supply of Goods and has agreed to supply same to SLC 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 Goods as per specifications in respect of quality, size, quantity, brand, volume and prices as set out in Annexure "**D**". Time of delivery 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 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 Goods. The Supplier shall supply 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 as defined in Clause 7.1 below, 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 Supplier 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 normal shelf life at the time of the delivery.

2 DELIVERY

All Goods to be delivered to the receiving Unit of SLC (Flight Kitchen, Katunayake) unless any other location agreed by the parties. All items shall be subjected to hygiene and security checks including the utensils used. All deliveries shall be subjected to a comprehensive insurance coverage as per applicable inco-term, as agreed by both parties. If the Goods are not up to SLC standard, the Supplier should take the responsibility of returned Goods including all the costs involved.

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

4 PRICE

4.1 The Supplier shall sell and SLC shall purchase the Goods referred to in Annexure D at prices listed therein from [●] to the conclusion of the contract. The prices given in Annexure **D** shall not be increased during the Contract Period.

5 EX-FACTORY

The prices in Annexure A is based on **Delivered to SLC.**

6 LEAD-TIME

SLC shall give the Supplier notice of [●] days to get Goods ready for daily orders. SLC shall give the Supplier notice of (as specified by the relevant Purchase Order) working days for delivery of Goods to the Flight Kitchen.

7 TERM AND TERMINATION OF CONTRACT

7.1 This Agreement shall come in to force on [●] and shall remain in force for a period of [●] year/s (the "Contract Period") unless terminated earlier as specified in this Agreement. The parties may renew this Agreement for a further term(s) on mutually agreed terms and conditions.

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

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

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

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

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

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

7.4.1 If the other party is in breach of any of the terms or conditions of this Agreement and failing to rectify the breach within fourteen (14) days of notice from the other party or immediately if the breach is incapable of remedy;

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

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

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

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

8 INDEMNITY AND LIBILITY

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

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

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

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

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

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

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

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

8.1.8 violation of any intellectual property rights of any third party.

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

8.3 SLC shall indemnify and hold harmless the Supplier free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Supplier or damage to the Supplier (or its workers) property if duly proven that it caused by SLC's negligence or willful misconduct and except to the extent determined to have resulted from negligence and/or intentional or deliberate misconduct of the Supplier's personnel or a third party, including any third party bringing a claim.

9 LIQUIDATED DAMAGES

9.1 Time is of the essence in this Agreement, and full delivery of the Goods ordered must be made on the date specified in the Purchase Order, failing which the Supplier shall pay SLC liquidated damages as set out in clause 9.2 below

9.2 One percent (1%) of the monies payable in respect of the particular Purchase Order/s on a daily basis, for the period of delay, after a grace period of One (01) day.

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 PAYMENTS

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

10.2 Terms of payments under this Agreement will be Letter of Credit 90 Days.

11 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 the 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 or refund all dues paid by SLC.

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

12 GOVERNING LAW AND JURISDICTION:

This Agreement and non-contractual obligations arising out of 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 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 labor 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 thirty (30) days, the Party not affected by the force majeure event may terminate this Agreement immediately with written notice to the affected Party.

14 NON-PERFORMANCE

14.1 In the event the Supplier fails to discharge or perform its obligations under this Agreement, SLC may at its discretion and without prejudice to any other rights it has under this Agreement;

a) Charge the Suppler liquidated damages as set out under Clause 9; and

b) Obtain the Goods of another supplier as appropriate

14.2 It shall be lawful to SLC to claim from the Supplier any costs, fines, penalties, charges imposed on or incurred by SLC as result of the Supplier's failure to discharge or perform its obligations under this Agreement. Provided however that the above shall be without prejudice to the remedies/relief/rights available to SLC elsewhere in this Agreement.

15 GENERAL

15.1 The Supplier shall not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SLC. Provided that the Suppler shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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;

15.6.1 In the case of SLC to –

Address	:	[●]
Attn	:	[●]
E-mail	:	[●]
Tel	:	[●]

15.6.2 In the case of Supplier to -

Address	:	[●]
Attn	:	[●]
E-mail	:	[●]
Tel	:	[●]

15.7 If, any of the terms and conditions of this Agreement shall be or become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavour to substitute forthwith such other unforeseeable provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.

15.8 Section headings used herein are for convenience of reference only, and do not form part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

15.9 Nothing in this Agreement shall be taken to create any joint venture, partnership or other similar arrangement. The parties shall at all times stand in relation to each other as independent contractors.

15.10 Each party hereby agrees that all information provided by the other party and identified as "confidential" will be treated as such, and the receiving party shall not make any use of such information other than with respect to this Agreement. If the Agreement shall be terminated, each party shall return to the other all such confidential information in their possession or will certify to the other party that all of such confidential information that has not been returned has been destroyed.

15.11 The Supplier shall, within fourteen (14) days of signing this Agreement, provide a Performance Bond or Bank Guarantee acceptable to SLC equivalent to ten percent (10%) of the estimated annual contract value, valid for the duration of the Agreement. SLC shall be entitled to invoke such security in the event of Supplier default.

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: Designation:	……. Name: Designation:
Witness:	Witness:
Date:	Date:

Appendix A: Specification and Price Schedule Form

Supplier - [●]

Product - [●]

Product List -

Code	Item	Specifications
[●]	[●]	[●]

Price Schedule -

Incoterm ` - Delivered to SLC

Payment Term - 30 Days Credit

Period - [●]

Code	Item	UOM	Unit Price per KG USD
[●]	[●]	[●]	[●]

For and on behalf of
SriLankan Catering Limited

……

Name:

Designation:

Witness:

For and on behalf of
[●]

…….

Name:

Designation:

Witness:

ANNEXURE H: Vendor Information Form (Mandatory Document for New Suppliers)

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 (For Payments Notification) (Name/ Designation/Mobile No/ Email)	
13. Registered Name and the Address of Local Agent (If Any)	
Section B – Bank Details of the Vendor	

14. Name of the Bank and Branch Address (With Bank code & Branch Code)	
15. Account Number: Name of Account Holder: Account Type & Currency:	16. SWIFT Code: IBAN No : (If Vendor outside SL)
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 Sri Lankan Catering Limited	

23. Names of Close Family Members who are either Directors/Employees of Sri Lankan 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** *(duly signed by two authorized signatories)*

II. **Form 20** (Names of the Directors) *(duly signed by two authorized signatories)*

III. **VAT Certificate** *(duly signed by two authorized signatories)*

IV. **Bank Account Confirmation Letter** from the Bank (Original) addressed to SLC & **a copy of same letter** should be counter signed by supplier company's two authorized signatories.

V. **Bank Details printed on Company Letterhead** (Format Attached) *(duly signed by two authorized signatories)*

VI. **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

	Person 1	**Person 2**
Name		
Designation		
Contact No. (Land & Mobile)		
Email ID (Official)		
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)	
30. Proposed By -Name : Signature :	
Approval **Senior Manager – Supply Chain**	**Approval** **Senior 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.

Bank Details	
Name of the Bank & Branch (HNB account holders will get payment on the same day)	
Bank Address	
Name of Account Holder (**Mandatory**)	
Bank Account Number (**Mandatory**)	
Bank Account Currency (**Mandatory**)	
Bank Account Type (**Mandatory**)	
Bank Code & Branch Code (**Mandatory**)	
SWIFT Code (If any) (Mandatory for foreign supplier)	
IBAN (If any)	
Contact Details	
E-mail Address (for payment notification)	
Mobile Number (For remittance via SMS alternatively) (Not applicable for foreign Suppliers)	
Name of the contact person (to be contacted for clarifications, if any) (**Mandatory**)	

Thank you.
Yours faithfully,

…….
<**Authorized Signature>**
<Designation>

……..
<**Authorized Signature>**
<Designation>

ANNEXURE I: Document Check List

Please submit the completed document check list along with the Bid with the below requested documents.

Document Ref	Title of the Document	Status	Completed, Signed, Stamp	Response of Bidder
Sections IV	Bid Submission form	Mandatory	Submitted/ Not Submitted	
Annexure A	Bid Acknowledgement form	Mandatory	Submitted/ Not Submitted	
Annexure B	BID security guarantee form	Mandatory	Submitted/ Not Submitted	
Annexure C	Non-collusion Affidavit Form	Mandatory	Submitted/ Not Submitted	
Annexure D	Price schedule	Mandatory	Submitted/ Not Submitted	
Annexure E	Compliance sheet	Mandatory	Submitted/ Not Submitted	
Annexure F	Clientele information form		Submitted/ Not Submitted	
Annexure H	Vendor Registration Form including (Business registration form, Form 20,Company director details, Tax registration certificate, copy of bank statement without transactions)	Mandatory	Submitted/ Not Submitted	
	Financial statements of last 02 years / Bank statements		Submitted/ Not Submitted	
	Client/sales details for last 03-year period		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				

Successful Bidder/Bidders should submit the performance security as stated in Section 1, 20.4 and 20.5. Agree/ Not Agree

…….. ……

……

Date: Name/ Signature Company Stamp