



INVITATION FOR SUBMISSION OF BIDS FOR

SUPPLY OF WARE WASHING CHEMICAL ITEMS FOR THE PERIOD OF 2023-2026

REFERENCE: SLC/DPC/GOODS/101/2022

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

Section I. Instructions to Bidder (ITB)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Catering Ltd invites you to submit a bid for the supply of Ware Washing Chemical Items for the period of 2023-2026 as specified in Section III - Schedule of Requirements.</p> <p>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.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Sections IV. Bid Submission Form• Section V. General Conditions• Annexure A : Bid Acknowledgement Form• Annexure B : Bid Securing Declaration Form• Annexure C : Price Schedule Form and compliance• Annexure D : Clientele Information Form• Annexure E : Sample Contract• Annexure F : Bid Security Guarantee• Annexure G : Performance Bond

	C: Preparation of Bid
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV : Bid Submission Form • Annexure B : Bid Securing Declaration Form • Annexure C : Price Schedule Form and Compliance sheet • Annexure D : Clientele Information Form • Annexure E : Sample Contract • Annexure F : Bid security guarantee (Refer ITB clause 22)
4. Bid Submission Form and Technical/ General Specifications & Compliance form	<p>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.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid. (Duty Free Basis)</p> <p>5.3 Contract period will be three (03) years.</p> <p>5.4 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.</p>
6. Currency	6.1 The Bidders shall quote in LKR delivered to SLC / USD CIF basis
7. Documents to Establish Conformity of the service	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> • Data sheet of the product • Form 20 (Company Director details) • Business registration form • Financial statements of last 02 years • Client/sales details for last 03 year period • Special terms and conditions of the supplier • Safety Data Sheet (SDS) for product • Certified Agent or Dealer certificates • Food grade certificates • ISO certifications
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 240 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	<p>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 23.1 or could be send to the secure mail which is supreg@srilankancatering.com and confirm the submission to the contact person given in clause 26.1</p> <p>11.2 The sealed envelope or the subject of the e-mail shall bear the specific identification of this bid exercise as indicated follows:</p> <p style="text-align: center;">“INVITATION FOR SUBMISSION OF BIDS FOR SUPPLY OF WARE WASHING CHEMICALS ITEM FOR THE PERIOD OF 2023-2026 SLC/DPC/GOODS/101/2022</p> <p>11.3 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 26.1 for contact details.</p>
12. Deadline for Submission of Bid	<p>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.</p> <p>To avoid any delay, it is recommended to submit the bids 02 days in advanced to the bid closing date.</p>
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 24.1.
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 21 st March 2023 at 12.45 pm (GMT+5:30)
E : Evaluation and Comparison of Bid	
15. Clarifications	<p>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.</p> <p>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. (Section II)</p>

<p>16. Responsiveness of Bids</p>	<p>16.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>16.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.</p>
<p>17. Evaluation of bid</p>	<p>17.1 All proposals will be evaluated using the criteria listed below.</p> <p>Bidders qualified from the mandatory evaluation criteria will be shortlisted for the product evaluation</p> <p>Mandatory evaluation criteria will be evaluated as to the vendor's response to the following criteria:</p> <p><u>Mandatory evaluation criteria</u></p> <ul style="list-style-type: none"> • Method of dispensing - Digital dosing pumps (To be provided by bidder) • Method of packing: 20 - 25 Liter • Service support: 24x7x365 service support • Resolution and response time - 4 hours • Presence of local agent • Chemicals should be food grade certified <p><u>Product evaluation criteria</u></p> <p>The importance given to each element is represented proportionately by the respective weight assignments.</p> <p>I. Price (40 points maximum) Total program costs. II. Product Quality as per product specification (40 points maximum) III. Customer References (10 points maximum) Quality of references and contacts. IV. Green Factor (10 points maximum) Sustainability and Environmental Friendly. (ISO 14000 and other related certificates)</p> <p>Total maximum points available:100</p> <p>Minor Evaluation Criteria:</p> <p>I. Validity of the bid as per ITB clause 8.1. II. Sample submission as per ITB clause 21.1 III. Payment term -(should be 30 days credit period -Open Account -T/T) IV. Delivery period - (Priority will be given to shortest delivery period)</p>
<p>18. SriLankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.</p>	<p>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.</p>

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	<p>20.1 SriLankan Catering Ltd will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>20.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>20.3 Within twenty one (21) days of receipt of such information, the successful Bidder shall sign the contract.</p>
21 Sample Submission	<p>21.1 Comprehensive trail run to be performed by the bidder</p> <p>21.3 Suppliers should contact SLC procurement department through details given in ITB clause 26.1 prior to the dispatch of the samples.</p>
22 Bid security guarantee	<p>22.1 Service provider should forward the bid along with a refundable bid security of LKR 1,000,000 along with the bid document by a Bank draft, Bid bond in favor of SriLankan Catering Ltd or a cash deposit done to SriLankan Catering Ltd cashier.</p> <p>22.2 Please refer Annexure B for the bid security format.</p> <p>22.3 Original copy of the cheque or cash deposit receipt should be forwarded along with the bid document.</p> <p>22.4 If the bid security guarantee is done by depositing cash to SriLankan Catering Ltd cashier, bidder should do the depositing on or before 20th March 2023</p>

Section II: Data Sheet

ITB Clause Reference	
23.1	<p>The address for submission of Bids is : Attention : Chief Executive Officer Address : SriLankan Catering Ltd, Airline Center Bandaranaike international Airport, Katunayake. Sri Lanka.</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</p>
24.1	<p>Deadline for submission of bids is on or before 21st March 2023 at 12.45 pm (GMT+5:30)</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</p>
25.1	<p>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)</p>
26.1	<p>For Clarification/ handing over bids/ samples:</p> <p>Contact Person : Thilina Siriwardana - Assistant Manager - Procurement and shipping</p> <p>Telephone: +94 (0) 19733 4241 E mail address: thilina.siriwardana@srilankancatering.com</p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</p>
27.1	<p><u>General Conditions</u></p> <ol style="list-style-type: none"> 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 & provide a performance bond (5% of Annual Value). II. Supplier is not allowed to change the price for entire three years contract period. III. Special terms and conditions of the bidder should be stated in the price schedule form separately. IV. Frequency of service visits will be 1 visit per month; visit reports has to be submitted to Hygiene manager of SriLankan Catering. Response to service calls must be within 12 hours. Service must be provided 24/7 basis and may require on site visitation within 06 hours. In addition to emergency service calls, monthly visits are required. Bidders shall provide a complete listing of the tasks which will be performed on a typical monthly visit. Initial training must provide for correct usage of chemicals and maintenance of equipment including, but not limited to dispensers. Training sessions has to be scheduled based on SriLankan Catering Ltd requirements. V. Periodical/random quality inspection and lab testing will be conducted by SLC and if the chemicals are not in order with the initial sample given, supplier should replace the goods at suppliers' cost. VI. Supplier should ensure the continuous supply of chemical during the contract period.

Section III - Schedule of Requirements

Mandatory evaluation criteria

Description	Compliance Yes/No	Remarks
Method of dispensing - Digital dosing pumps (To be provided by bidder)		
Method of packing: 20 - 25 Liter		
Service support: 24x7x365 service support		
Resolution and response time - 4 hours		
Presence of local agent		
Chemicals should be food grade certified		

Product evaluation criteria

No	Item Description	UOM	*Avg Annual Consumption (Ltr)	Specification	Sample testing
1	Detergent	Ltr	22,500	<p align="center">Chemical with special cleaning agent to ensure removal of all soils including starch, coffee, proteins, and fats deposited on dishes and do the sanitization.</p> <p><u>Evaluation criteria</u></p> <ul style="list-style-type: none"> • Prevents scale build-up • Non-perfumed, thus leaves no taint or smell on cleansed items/ • Prevent scale deposition on cutlery • Dirty equipment rejection rate should be 5% or less 	<ul style="list-style-type: none"> • Two weeks trial to be performed by the supplier. • All the charges incur during the trial period to be borne by the supplier. • Local agent should ensure, a representative is present at SLC 24x7 during trial period
2	Rinse aid	Ltr	9,000	<p align="center">Rapid drying Chemical and ensures clear, spotless glasses and cutlery.</p> <p><u>Evaluation criteria</u></p> <ul style="list-style-type: none"> • Prevents scale build-up • Non-perfumed, thus leaves no taint or smell on cleansed items • Drying Condition rejection rate should be 5% or less 	

*Average Annual Consumption will be vary based on the dosage of each bidder and SLC requirement

*Orders will be placed Monthly, Quarterly, or biannually based on the requirement.

Section IV - Bid Submission Form

[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 Ware Washing Chemical Items for the period of 2023-2026; (As per section III)
- (c) The price of our bid is in LKR/ FOB or CIF in USD delivered to SriLankan Catering Ltd:
- (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 240 days after the bid submission deadline date.

Signed:

Name:

Date

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 the Supply of Ware Washing Chemical Items for year 2023-2026 is hereby acknowledged

You may expect to receive our proposal on or before 21st March 2023 at 12.45 pm (GMT+5:30)
.....
.....

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

Signed :

Title :

Company :

Date :

ANNEXURE B: Bid Securing Declaration

[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 Ware Washing Chemical Items for year 2023-2026

*Invitation for Bid No: SLC/DPC/GOODS/101/2022

*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 being invited by SriLankan Catering, for the period of time of 42 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 partners 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 C: Price Schedule Form

No	Item Description	UOM	Packing Size	CIF price in USD (Duty free)	Price in LKR (Delivered to SLC)
1	Detergent	Ltr			
2	Rinse aid	Ltr			

Note

- VAT, SRCC and other taxes should be mentioned separately (Valid only for local suppliers/ LKR delivered prices)
- Payment Terms - 30 days credit/ Open account preferred

Name of the bidder :-.....

Contact details : -

Address : -

Signature and company stamp : -

ANNEXURE D: Clientele Information Form

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Goods and services provided
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

ANNEXURE E: - Sample Contract

Supply of Ware Washing Chemical Items for year 2023 - 2026 to SriLankan Catering Limited

THIS AGREEMENT made and entered in to in Colombo on this ... day of August, Two Thousand and twenty three (00/00/2023) by and between

1. **SRILANKAN CATERING LIMITED** a Company incorporated in Sri Lanka bearing company registration No. PV1418PB and having its registered office at No.07, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "**SLC**") which term or expression shall where the context so requires or admits mean and include the said **SRILANKAN CATERING LIMITED**, its successors, assignees and representatives) of the One Part, and
2. **M/s**, a Company incorporated in bearing company registration no. and having its registered office at(hereinafter referred to as the "**Supplier**" which term or expression shall where the context so requires or admits mean and include the said..... its successors, assignees and representatives) of the Other Part.

The above parties hereto shall be individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS

- A. SLC is desirous of purchasing the Ware Washing Chemical Items for year 2023-2026 as per Annexure and whereas the Supplier is desirous of supplying same.
- B. the Supplier is engaged in supply of Ware Washing Chemical Items and desirous of supplying the Goods to SLC according to the specifications and estimated quantities mentioned herein and communicated by SLC from time to time in the future;
- C. the Supplier has expressed its offer to provide SLC with the Goods according to the terms and conditions provided herein and which offer has been accepted by SLC;
- D. prior to the said offer and the execution of the Agreement, the Supplier has been apprised of the requirements and specification required by SLC for the supply and delivery of Goods and to all other matters which might have influenced the Supplier in making its bid and has agreed to supply and deliver the Goods to SLC pursuant to the said requirements and specifications set forth in the Invitation for Bid document;
- E. The Supplier has expressed its desire to provide SLC with Goods according to the terms and conditions provided herein.

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, quantity, brand, volume and prices as per Annexure and time of delivery as shall be from time to time indicated by SLC and also be subject to such health certificates/country of origin certificate as may be required.

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

- 1.2 The Purchase Order shall be placed either by telephone, e-mail or facsimile message, which message shall be confirmed by an official Purchase Order along with the relevant reference number.
- 1.3 The Supplier shall confirm receipt of the Purchase Order and its ability to supply same. The Supplier shall supply the Goods in accordance with the instructions of SLC. Any change in the specification/brand/quality/packing shall be subject to prior approval by SLC.
- 1.4 SLC shall be at liberty to cancel/decrease/increase any order prior to delivery, provided however that Goods obtained or manufactured specifically for the purpose of SLC shall not be cancelled after purchase, manufacture or shipment.
- 1.5 All packing shall conform to accepted standards and be designed to prevent and/or minimize damages while in transit/transport or delivery.
- 1.6 If for any reason whatsoever the Supplier is unable to supply the Goods ordered or any part thereof, referred to herein as per purchase orders placed by SLC, or SLC rejects same as not being in conformity with the specifications and conditions of supplies, SLC shall be entitled to obtain same from any other source.
- 1.7 SLC shall have complete authority to reject any item as not being in conformity with the specifications and/or conditions of supply/purchase order and the decision of the SLC in that regard shall be final and the supplier shall not have any right of appeal therefrom.
- 1.8 Shall the market price fall below the agreed price during the Contract Period SLC reserves the right to lower the agreed price for such periods.

SLC shall be at liberty to purchase the products from an alternate cheaper source provided the contractor does not agree to lower the price in par with the prevailing lower prices.
- 1.9 The minimum shelf life of the product/s agreed to supply under this agreement shall be not less than 75% of its normal shelf life at the time of the delivery.
- 1.10 Supplier should allow the SriLankan Catering Ltd Management to visit and inspect the production facility at any time.

2.0 DELIVERY

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

3.0 GOODS IN TRANSIT

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

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

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

4.0 PRICE

4.1 The Supplier shall sell and SLC shall purchase the goods referred to in Annexure A at prices listed therein from **2023** to the conclusion of the contract. The prices given on the Annexure shall not be increased during the Contract Period.

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

5.0 EX-FACTORY

The prices in Annexure is based on delivered to the Flight Kitchen located at Katunayake, Sri Lanka

6.0 LEAD-TIME

6.1 For Foreign Vendors

SLC shall give the Supplier a notice of one (01) month to get goods ready for daily orders. SLC shall give the supplier a notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

6.2 For Local Vendors

SLC shall give the Supplier a notice of one (01) week to get goods ready for daily orders. SLC shall give the supplier a notice of (As specified by the relevant Purchase Order) working days for delivery of goods to the Flight Kitchen.

7.0 TERM and TERMINATION OF CONTRACT

7.1 This Agreement shall come in to force on the Execution Date and shall remain in force for a period of Three (03) Years (the "Contract Period") and the Parties may renew this Agreement by executing a separate written agreement of extension 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 fails to rectify same within fourteen (14) days of the written notice of the breach to the defaulting 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 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 LIABILITY

- 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 attorney's fees) 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 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.
- 8.2 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 caused by SLC's negligence or willful misconduct if duly proven that it is the sole responsibility of SLC.

9 LIQUIDATED DAMAGES

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

- 9.1 One percent (1%) of the amount of monies payable in respect of the relevant goods as per purchase order per day, for the relevant period of delay, after a grace period of One (01) day.
- 9.2 Liquidated damages stipulated in sub Clauses 9.1 shall also apply in the case where staggered deliveries are required.
- 9.3 The Supplier shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SLC and shall reimburse SLC any expenses incurred by it in such said instances.

10.0 PAYMENTS

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

10.2 Terms of payments under this Agreement will be 'on Thirty (30) days credit basis/Open account'.

11.0 REJECTION OF GOODS

11.1 In the event, where the Goods supplied fail to meet the requirements set out in Annexure 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.

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

12.0 NON PERFORMANCE

12.1 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 Supplier liquidated damages as set out under Clause 9; and
- b) Obtain the Services of another Service Provider to carry out the Services;
- c) Terminate this Agreement as per Clause 7 of this Agreement.

12.2 It shall be lawful to SLC to claim from the Supplier any costs, fines, penalties, charges imposed on or incurred by SLC as a 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.

13.0 SUPPLIER REPRESENTS AND WARRANTS THAT:

13.1 It is duly incorporated and having the necessary corporate power to enter into this Agreement and perform the Supplier's obligations hereunder and the performance of the Supplier's obligations will not violate any of the provisions of the Supplier's Articles of Association and the Signatory/Signatories hereto is/are duly authorized to sign on behalf of Supplier and bind Supplier.

13.2 No litigation, arbitration, dispute or legal proceedings have been commenced or are pending or are threatened against the Supplier and no judgment or award has been given which in any way prejudices or restricts the Supplier's power, capacity or authority to perform the Supplier's obligations hereunder;

13.3 Entering into this Agreement does not constitute a breach by Supplier of any obligations (statutory, contractual or fiduciary) under any agreements or undertaking by which Supplier may be separately bound;

13.4 Supplier has obtained, at Supplier's own cost, all licenses, permits, consents, approvals as may be required to provide the Services hereunder;

13.5 The performance of the Services shall be in accordance with the terms of the Agreement;

13.6 The Services shall conform to the requirements of SLC as set out in the Agreement and be fit for the intended purposes for which it is provided.

14.0 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.

15.0 FORCE MAJEURE:

- 13.1 In the event that either Party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.
- 13.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 13.3 In the event the force majeure event relates to delivery of the 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 In the event that either Party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such Party so incapacitated shall compensate such other for damage and/or loss suffered by such other Party as a result of such strike, lockout or labour trouble.
- 13.5 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.

16.0 GENERAL

- 14.1 SLC shall after notification in writing to the Supplier, be entitled to assign or transfer the whole or any part of the contract to a subsidiary or associated company or SLC.
- 14.2 The rights and remedies of SLC against the Supplier for the breach of any condition and for obligations undertaken by the Supplier under this agreement shall not be prejudice or deemed to be waived by reason of any indulgence or forbearance of SLC.
- 14.3 Nothing in this Agreement shall prevent SLC from availing itself or any remedies provided under the general law in addition to the remedies stipulated in the Agreement.
- 14.4 This Agreement together with the Annexures/Schedules contains the entire Agreement between the Parties and shall not be varied amended or affected by the conditions of sale or delivery etc. of the Supplier.

14.5 Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that their duly authorized signatories have been authorized to execute and deliver this Agreement.

14.6 Any notice or other communication required or authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and left at or sent by prepaid registered post to the last known place of business of that; or sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;

14.6.1 In the case of SLC to -

Attn : Mr. Rohan Silva
E-mail : rohan.silva@srilankancatering.com
Tele : 0197334140
Fax : 0197334142

14.6.2 in the case of Supplier to -

Address :
Attn :
E-mail :
Tel :

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

For and on behalf of
SriLankan Catering Limited

For and on behalf of
.....

.....
Name:

.....
Name:

Designation:

Designation:

Witness :

Witness :

Date :

Date :

Annexure A

No	Item Description	UOM	Packing Size	Price (Delivered to SLC) LKR	CIF price in USD (Duty free)
1	Detergent	Ltr			
2	Rinse aid	Ltr			

ANNEXURE F: Bid Security Guarantee

[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 (by issuing agency) number]

We have been informed that ----- [insert (by 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 (by 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 your 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 (hereinafter "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) of authorized representative(s)]

ANNEXURE G: Performance Bond

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Beneficiary: SriLankan Catering Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into the Contract dated ----- with you, for the -----Supply of -----[name of contract and brief description] (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 Bidder, 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], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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,28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]