



**INVITATION FOR SUBMISSION OF BIDS FOR  
SUPPLY AND DELIVERY OF FIVE NUMBERS OF  
REFRIGERATED CATERING STANDARD HIGH-LOADER VAN BODIES FOR  
EXISTING HIGH-LOADERS AT SRILANKAN CATERING LTD**

**REFERENCE: SLC/PRO/CAP/2022/006/A**

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

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Dear Sir/ Madam,

**Reference No : REFERENCE: SLC/PRO/CAP/2022/006A**

**INVITATION FOR SUPPLY AND DELIVERY OF FIVE NUMBERS OF REFRIGERATED CATERING STANDARD HIGH-LOADER VAN BODIES FOR EXISTING HIGH-LOADERS AT SRILANKAN CATERING LTD.**

SriLankan Catering Limited, hereby invites tenders for Supply and delivery of five numbers of refrigerated catering high-loader van bodies for existing high-loaders at SriLankan Catering Ltd. The bid document is attached herewith.

In keeping in line with SriLankan catering procurement standards, it would be grateful if you could kindly forward your proposal, along with the completed set of supporting documents attached with your company information on or before 10.00 am Sri Lankan time 26<sup>th</sup> September 2023 to the mentioned address in the data sheet.

If any inquiry/ clarification about the tender should be e-mail to [sarasi.katulanda@srilankancatering.com](mailto:sarasi.katulanda@srilankancatering.com) on/before .....

Bids will be opened at 1200 HRS ( Sri Lankan time : GMT +0530) on 26<sup>th</sup> September 2023 at the SriLankan Catering, Airline Centre, BIA, Katunayake, Sri Lanka.

Please acknowledge the bid invitation by replying to [sarasi.katulanda@srilankancatering.com](mailto:sarasi.katulanda@srilankancatering.com) filled bid acknowledgment form in annexure 1.

Yours Faithfully,

Manager Procurement,  
SriLankan Catering LTD.

## **Section I. Instructions to Bidders (ITB)**

<b>A: General</b>	
1 Scope of Bid	<p>1.1 SriLankan Catering Ltd invites authorized dealers of reputed companies to submit a bid for "Supply and delivery of five numbers of refrigerated catering standard high-loader van bodies for existing high-loaders at SriLankan Catering Limited" as specified in Annexure C - Price Schedule Form and compliance sheet.</p> <p>1.2 You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form (Annexure 1), 01 week prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
2 Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> <li>• Section I : Instructions to Bidders (ITB)</li> <li>• Section II : Data Sheet</li> <li>• Section III : General Conditions</li> <li>• Section IV : Bid Submission Form</li> <li>• Annexure 1 : Bid Acknowledgement Form</li> <li>• Annexure 2 : Bid Security declaration Form</li> <li>• Annexure 3 : Price Schedule Form and compliance sheet</li> <li>• Annexure 4 : Clientele Information Form</li> <li>• Annexure 5 : Vendor Information Form</li> <li>• Annexure 6 : Sample agreement</li> </ul>
<b>C: Preparation of Bid</b>	
3 Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Section IV : Bid Submission Form</li> <li>• Annexure 2 : Bid Security Declaration Form</li> <li>• Annexure 3 : Price Schedule Form and compliance sheet</li> <li>• Annexure 4 : Clientele Information Form</li> <li>• Annexure 5 : Vendor Information Form – Company profile &amp; Financial Statement</li> </ul>
4 Bid Submission form and Technical / General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bid Submission 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>4.2 All blank spaces shall be filled with information requested.</p> <p>4.3 The bidders shall bear all costs associated with the preparation and delivery of its bid and SriLankan Catering shall in no case be responsible or liable for those costs.</p>

	4.4 Tender figures written in pencil or erasable ink shall render the tender invalid. Erasing or altering essential details unless initialed in the tender application shall invalidate the tender.
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.</p> <p>5.3 Price 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 USD or LKR
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"> <li>• Certificate of Incorporation and/or Business Registration Certificate or such other relevant documents of the bidder.</li> <li>• The audited financial statements of the bidder for the last 03 financial years.</li> <li>• Client/sales details for last 10 years period (Registration or sales Annexure 4)</li> <li>• Staff strength of the bidder (own/subcontracted, number of staff assigned to each client)</li> <li>• Corporate documents of the bidder e.g.: Memorandum and Articles of Association, Partnership Agreement or such other relevant documents.</li> <li>• Certificate or proof document for - Manufacturers. authorized dealers/agents and service.</li> <li>• Company profile of the bidder (market, ownership, directors)</li> </ul> <p><b>Foreign suppliers should translate the document to English</b></p>
8 Period of Validity of bid	8.1 Bids shall remain valid for a period of 91 days after the bid submission deadline date.
9 Bid Security Declaration	9.1 The Bidder shall furnish as part of its bid, a Bid Security Declaration using Form included in Annexure 2.

<p style="text-align: center;">10 Payment Terms</p>	<p>10.1 Advance payment of <b>30%</b> on behalf of an unconditional bank guarantee submitted from a registered reputed Commercial Bank in Sri Lanka.</p> <p>10.2 Balance on payment LC terms. 60% on pre-delivery inspection of Technical Committee (TEC) and with their TEC report, 10% on goods receipt on submission of the inspection report by TEC.</p>
<p style="text-align: center;">11 Format and Signing of Bid</p>	<p>11.1 The bids 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.</p>
<p><b>D: Submission and Opening of Bid</b></p>	
<p style="text-align: center;">12 Submission of Bid</p>	<p>12.1 Bidder shall submit their bids by registered post, courier, email or by hand in a sealed envelope.</p> <p>12.2 Any e-mail bid submission should be e-mailed to the designated e-mail address mentioning the subject of the tender along with the reference SLC/PRO/CAP/2022/006/A. Refer to Section II data sheet 22.1</p> <p>12.3 The sealed envelope shall bear the specific identification of this bid exercise as indicated below:</p> <p style="text-align: center;"><b>“SUPPLY AND DELIVERY OF FIVE NUMBERS OF REFRIGERATED CATERING STANDARD HIGH-LOADER VAN BODIES FOR EXISTING HIGH-LOADERS AT SRILANKAN CATERING LIMITED”</b></p> <p style="text-align: center;"><b>SLC/PRO/CAP/2022/006/A</b></p> <p>12.4 If any bidder wishes to hand deliver bids, 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.</p>
<p style="text-align: center;">13 Deadline for Submission of Bid</p>	<p>13.1 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>13.2 To avoid any delay in submitting of bids due to security clearance of the SriLankan Catering Ltd, please forward the bids to be reached at least 01 day prior to the bid closing date.</p>
<p style="text-align: center;">14 Late Bid</p>	<p>14.1 SriLankan Catering Limited shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB clause 23.</p>

<b>E : Evaluation and Comparison of Bid</b>	
16 Clarifications	<p>16.1 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>16.2 SriLankan Catering Ltd shall respond in writing to any request for clarification if received not later than seven (07) calendar days prior to the deadline of submission of bid specified in the Data Sheet.</p>
17 Responsiveness of Bids	<p>17.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Catering Ltd.</p>
18 Evaluation of bid	<p>18.1 The bid will be subjected to an evaluation based on the following criteria:</p> <p style="text-align: center;"><b><u>Technical Evaluation</u></b></p> <p>I. Compliance for the technical specification as per in Annexure 3 of the bidding document – 70%</p> <p>II. Last 10 years’ performance of the bidders/ Product/ Brand. (No. of Hi-loaders manufactured during last 10 years – 25%</p> <p>III. Client Feedback (Overall Satisfaction of previous clients) – 05%</p> <p>Total maximum points available 100% - The shortlisted bids from the technical evaluation will be financially evaluated based on the following criteria. Bidders should be comply to all mandatory elements of the technical specification to be eligible for financial evaluation.</p> <p style="text-align: center;"><b><u>Financial Evaluation</u></b></p> <p>i. 100% for Lowest Price</p> <p>ii. financial statements for last 3 years with audit opinion – English translation</p> <p>iii. Three Years Audit Statement Signed by Approved Accountant</p> <p>Final Tec recommendation will be based on the quality of work, based on the site inspection done by the TEC</p>

<p>19 SriLankan Catering Ltd' Right to Accept any Bid, and to Reject any or all Bid.</p>	<p>19.1 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>
<p><b>F: Award of Contract</b></p>	
<p>20 Acceptance of the Bid</p>	<p>20.1 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.</p>
<p>21 Notification of acceptance</p>	<p>21.1 SriLankan Catering Ltd shall notify the successful bidder, in writing, that their bid has been accepted.</p> <p>21.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful bidder to sign it.</p> <p>21.3 Within thirty (30) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>21.4 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 5% of the total value of the contract using the Performance Security Form included in Annexure D.</p> <p>21.5 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Catering Ltd valid for the period of contract and 90 days thereafter.</p> <p>21.6 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 forfeiture of the Bid Security. 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 SriLankan Catering to be qualified to perform the contract satisfactorily.</p> <p>21.7 A performance Security of 05% and advance payment 30% from the Equipment Original Manufactures and Distributors should be forwarded to SLC based on the discretion of the SriLankan Catering Ltd management.</p>



<b>Section II: Data Sheet</b>	
22.1	<p>The address for submission of Bids physically is :</p> <p>Attention : <b>Chief Executive Officer</b></p> <p>Address : <b>SriLankan Catering Ltd, Airline Center, Bandaranaike international Airport, Katunayake. Sri Lanka.</b></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></p> <p>Designated e-mail address for bid submission is : <a href="mailto:tender@srilankancatering.com">tender@srilankancatering.com</a></p>
23	<p>23.1 A pre-bid meeting will be held online on a date fixed in between 11<sup>th</sup> to 15<sup>th</sup> September 2023.</p> <p>23.2 Deadline for submission of bids is on or before 10.00am SriLankan Time (GMT +0530) on 26<sup>th</sup> September 2023.</p> <p>23.3 A Public bid opening will be held online on 26<sup>th</sup> September 2023 at 12.00 noon by SriLankan Catering Ltd bid opening committee.</p>
24.1	<p>For Clarification/ handing over bids :</p> <p>Contact Person : Sarasi Katulanda – Procurement Executive Telephone : +94-19-7334144 E mail address : <a href="mailto:sarasi.katulanda@srilankancatering.com">sarasi.katulanda@srilankancatering.com</a></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</b></p>
<b>Section III – General Conditions</b>	
25	<p>25.1 If the bid is accepted, it is mandatory that the Bidder signs the Contract with SriLankan Catering Ltd.25.2 If there is any special condition of supplier (such as payment terms) it has to be mention separately in the bidding document.</p>

**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 Requirement of Supply and Delivery of five numbers of refrigerated catering standard hi-loader van bodies for existing hi-loaders at SriLankan Catering Limited, as specified in Annexure C - Price Schedule Form and compliance sheet.
- (c) The price of our bid is in The Bidders shall quote in USD OR LKR .....
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1, 91 days from bid submission deadline.
- (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 Security Declaration is attached and same is valid for a period of 120 days after the bid submission deadline date.
- (h) Please fill and sign the commitment of ethical manufacturing practices below attached.

Signed:

Name:

Date

COMMITMENT ON ETHICAL MANUFACTURING PRACTICES

Tender No: **SLC/PRO/CAP/2022/006/A**

SriLankan Catering hereby invites Tenders for supply and delivery of five numbers of refrigerated catering Hi-Loaders van bodies for SriLankan Catering Ltd.

We,..... (Company Name) having our registered address .....

Hereby wish to certify that we and our sub-contractors have conformed to ethical manufacturing practices broadly specified below in manufacturing and supplying goods under the above-mentioned Tender to SriLankan Catering Ltd.

- Legal Compliance : Compliance with all applicable legal requirements related to business Operations, labor, product quality and environmental protection.
- Ethical Labor : Non-use of child labor, non-use of forced, bonded, prison or illegal labor and non-discrimination or harassment against individuals
- Health and Safety : Provide the workers with a safe working environment, including prevention Of exposure to chemical, biological and physical hazards.

We hereby consent to provide SriLankan Catering any further information as evidence of adherence to above mentioned ethical manufacturing practices, and agree to provide similar certification of ethical manufacturing practices from time to time. We also consent to provide opportunities to inspect our manufacturing facilities to examine our compliance levels with above standards, if requested by SriLankan Catering.

We hereby acknowledge that SriLankan Catering reserves the right to terminate the contract for supply of goods under this tender, and/or blacklist our Company from conducting business with SriLankan Catering, if there is evidence to the effect that we have misrepresented our compliance levels with regard to the above mentioned ethical practices.

Signed on this.....day of .....in .....

Name:

Designation:

Company Name:

**ANNEXURE 1: 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 Construction of SLA canteen renovation is hereby acknowledged

You may expect to receive our proposal on or before

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

We do not intend to submit a proposal because

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

Signed : .....

Title : .....

Company : .....

Date : .....

## ANNEXURE 2: 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 AND DELIVERY OF FIVE NUMBERS OF REFRIGERATED CATERING STANDARD HIGH-LOADER VAN BODIES FOR EXISTING HIGH-LOADERS AT SRILANKAN CATERING LIMITED.

Invitation for Bid No : SLC/PRO/CAP/2022/006/A

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 120 days starting on *the latest date set for closing of bids of this bid*, if we;
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future 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 3: Price Schedule & Compliance Sheet**

**STANDARD HIGH-LOADER VAN BODY & CHILLER REPLACEMENT OFFER SHEET**

	<b>SPECIFICATIONS</b>	<b>Price CIF US\$</b>
<b>1</b>	<b><u>VAN BODY</u></b>	
<b>2</b>	<b><u>PLATFORM</u></b>	
<b>3</b>	<b><u>PNEUMATICALLY OPERATED SLIDING DOOR SYSTEM</u></b>	
<b>4</b>	<b><u>HYDRAULIC TAIL LIFT</u></b>	
<b>5</b>	<b><u>LIGHTING</u></b>	
<b>6</b>	<b><u>PAINTING REQUIREMENTS</u></b>	
<b>7</b>	<b><u>HYDRAULIC EQUIPMENT</u></b>	
<b>8</b>	<b><u>REFRIGERATION SYSTEM</u></b>	
	<b><u>TOTAL PRICE EX WORKS</u></b>	
	<b><u>TOTAL PRICE FOB</u></b>	
	<b><u>TOTAL PRICE CIF</u></b>	
	<b><u>TOTAL PRICE DELIVERED TO SLC PREMISES</u></b>	

**STANDARD HIGH-LOADER VAN BODY & CHILLER REPLACEMENT  
SPECIFICATIONS'2023**

<b>NO.</b>	<b>SPECIFICATIONS</b>	<b>Compl y</b>	<b>Not Compl y</b>	<b>Comments</b>
<b><u>1</u></b>	<b><u>GENERAL</u></b>			
101	The requirements to be read in conjunction with the Equipment following documents:			Mandatory
	a) Safety Requirements for Aircraft Ground Support Equipment - IATA AHM910			
	B) Basic Safety Requirements for Aircraft Handling Equipment - IATA AHM913			
	C) Standard Controls - IATA AHM915			
102	This specification outlines the functional requirements for a truck fitted with a lifting device, to raise this specified van body to allow safe loading/unloading of catering containers and trolleys with total gross weight of <b>4000 kg.</b> (payload)			Mandatory
103	Total weight of the Van Body without the chill unit should not exceed <b>3000 kg.</b>			Mandatory
104	The Van Body should be manufactured to meet the following outdoor conditions:			Mandatory
	Temperature - <b>25oC to 40oC</b>			
	Relative Humidity - <b>0% to 100%</b>			
	<b>Exposed of salt water and heavy tropical storms, moisture and dust.</b>			
105	Required Van Bodies should design and fabricate to the given dimensions of Lifting Scissor frame and the Van body. Required dimensions and the quantities are given in " <b>ANNEX - A1 and A2</b> ".			Mandatory

<b>2</b>	<b><u>VAN BODY</u></b>			
201.	The van body will comprise of two (2) sections as follows:			
a	a) Refrigerated area.			
	b) Dry area (Non-refrigerated)			
	<b>ANNEX - C and ANNEX - D</b>			
201.	The dry area will be located towards the platform end of the van body. This section should be an integral part of the van body, with a self-closing heavy duty access door located on the driver's side (Right-hand side driving Cabin) as per the drawing <b>ANNEX - D</b> This should open to the Van Body side (not to the front). Long handles should be provided on either side of door to facilitate access.			
b				
202	The face frame must be constructed of steel. The corner post of the van body must be strengthened to withstand any impact of a substantial nature. The rear frame must be wholly flushed and even for tightly sealing with dock cushion. The steel framework should be adequately treated to prevent rusting for a minimum period of five years. (FOR STRICT COMPLIANCE)			
203	Roof and all sides of panel should be specially reinforced composite fiber glass polyurethane, fiber glass panels with steel inserts. All steel inserts should be adequately treated to prevent rusting. It should be sturdy construction and the insulation should be such that it is able to maintain the interior refrigerated temperature. Insulation material should be CFC free and environmentally friendly. ( <b>Drawing of panel construction should be submitted at time of tender, given all details including thickness of the steel used and specifications</b> )			
204	One resistant track must be firmly mounted on each side wall of the van interior, extending			



	from front to rear, at the height of 32 inches (0.813m) above the floor surface.			
205	Each restraint track must be made of non-corrosive (preferably stainless steel) metal and have 19mm holes at 2 inches intervals along center line and seven hooks provided for tie-down straps at equal intervals from front to rear.			
206	On each side wall of the van interior must be equipped with two 4 inches wide rubbing rails made of solid rubber or synthetic material extending from front to rear, at the height of 102 mm and 960 mm above the floor.			
207. a	The van floor must be covered with anti-slip aluminum alloy plate thickness not less than 4 mm that is also easy to clean. The formed corner must have 1"(25 mm) radius of curve, and have an overlap of 4" (102 mm) with the vertical panel of the van body interior. The joint between the vertical panel and the checkered plate of the van floor should be welded or sealed along the entire length to prevent breeding of insects.			Mandatory
207. b	The van floor plate edges at front and rear ends along the cross beams should be well secured to prevent damage. All joining edges on the van floor must be properly welded. <b>Rivets and screws should not use on the floor plate for clamping.</b>			
208	The floor must be able to withstand a <b>500kg</b> concentrated load on a single 1 inch (0.0254m) diameter caster wheel of 1 inch (0.0254m) width without deflection.			Mandatory
209	The floor must also be adequately supported by Galvanized C section beams ( <b>Thickness - 4mm</b> )to prevent dishing between cross-members.			
210. a	The floor cross members should be Galvanized Steel and the floor frames and end frames			

	should be constructed from Galvanized rectangular steel section and channels of sufficient thickness and all these C sections and rectangular channels should paint from anti-corrosive paint. The rectangular steel section should be welded at no more than 250mm intervals to give maximum support to the Aluminum checkered floor to prevent dishing. <b>No wooden floor supports to be used. A detail drawing of floor construction should be submitted at time of Tender.</b> The floor too should be insulated to maintain the required interior refrigeration temperature 0 - 5 °C at ambient temperature 35 - 40 °C.			
210. b	At time of construction of the floor photos and material samples should submitted for approval.			
211. a	Underneath the Van Body Floor there should be two steel L - sections beams clamped as shown in " <b>ANNEX - B (SLC-001)</b> " and each Steel L-Section beam should mount with 20 nos to 22 nos of bolts (Bolt size is 20 mm in diameter) which are placed 12" gaps. And nuts should welded to the Van Body floor main C channel sections as shown in the Drawings.			Mandatory
211. b	This steel L section thickness should be not less than <b>10 mm.</b>			
212. a	The rear van door must be light weight Auto Sliding of double skin. It should be insulated to maintain the required refrigerated temperature (0 - 5 °C). The guides for the door rollers must be protected from damage in the event of accidentally being hit by trolleys. All the gaps should cover to prevent air transfer through these gaps. Door sliding wheels should be Stainless Steel wheels on double railing.			Mandatory
212. b	This Auto Door should operate from compressed air which actuate pneumatic cylinders to open and close. Compressed air will be supplied by the Engine driven air pump. This unit should be able to operate even the supply air pressure drops up to 60 psi. Maximum air pressure will			

	be 125 psi. If the air supply is not enough to operate the doors, then system should be available to open the door manually by releasing the pressure. Door operating switches should be mount inside and outside of the van body at close to the door.			
212. c	Handles for locking and opening should be provided on both the exterior and interior of the doors. The rear exterior door handle should have provision for locking, for security purposes and the handle should be accessible by a person of average height standing at ground level. The door should be located in the middle with a width of 1.15-1.2m. Height to be 1.9m			
212. d	The front door should be a light weight Auto Sliding doors which is easily operated. The width of the door should be 1.10-1.15m and the height to be 1.83m (minimum). Door sliding wheels should be Stainless Steel wheels on double railing.			Mandatory
212. e	This auto door should operate from compressed air which actuate pneumatic cylinders to open and close. Compressed air will be supplied by the Engine driven air pump. This unit should be able to operate even the supply air pressure drops up to 60 psi. Maximum air pressure will be 125 psi. If the air supply is not enough to operate the doors, then system should be available to open the door manually by releasing the pressure. Door operating switches should be there inside and outside of the van body at close to the door.			
212. f	Drawing of doors and the locations with details should be attached with tender documents.			
213	Access step and recessed handhold must be fitted to rear of the body to allow easy entry into van body from the rear. The gusset of the rear access ladder should be bolted and not welded to the frame.			
214	A Hydraulic operated lightweight aluminum sliding canopy which could be extended to the			Mandatory

	front edge of the extended auxiliary platform must be provided. when canopy is fully retracted, it should not extend more than overall length 320mm. A rigid bumper should be provided along the entire front length of canopy. In the event of hydraulic system failure, a manual mechanism should be provided to retract or extend canopy by one person.			
215	The rear end of the body must be equipped with non-marking rubber bumper mounted recessed into a C channel and horizontally aligned to each other. This one at the bottom face frame, level with the van floor. The second on the chassis 45" (1.14m) above ground.			
216	The joints of the sheets of the van interior and exterior should be neatly covered and smooth so that the joints cannot be seen.			
218	The van body should be painted as per the sample colors given by us.			
219	Provide detail drawing of the van body construction.			
<b>3</b>	<b><u>HYDRAULIC TAIL LIFT</u></b>			
301	A <b>sliding type of Tail Lift</b> should mount on Hi-Loader Van Bodies as shown in attached images of <b>Tail Lift ANNEX F</b> - Operating height should be <b>1600 mm</b> and the width of the platform should be equal to the Van Body width. Tail Lift operating capacity should be <b>500 Kg(maximum)</b> . Safety edge should be there on sides as shown in the image " <b>ANNEX - F</b> ". Also movable ramp should be fixed at the edge of the Tail Lift as shown in the image " <b>ANNEX - F</b> " and the floor angle of this ramp should minimize to push the carts with minimum effort. Platform Size, <b>Length - 1220 mm and Width - 2180 mm</b> . Tailgate floor should be from Aluminum Checkered plate. Supplier should submit detail drawings and images of the Tail Lift product with the tender document.			Mandatory
302				

	Supplier should fix the vertical guide railing (vertically extended part from Van Body - <b>ANNEX - F</b> ) of this tail lift and should be able to remove for facilitate transporting of these two Van bodies to SLC and fix them again at SLC when they fix to the Hi-Loader Chassis with the arrangement provided with the Van Body (preferred fixing this extended part with Nut and Bolts)			
303	Supplier should mount the electric solenoid controlled hydraulic valve box underneath the Van Body close to the rear side and should provide two operating electric panel boxes ( <b>ANNEX - E &amp; F</b> ), one should be fixed underneath the Van Body at the driver side (right Hand side driving Cabin) which can easily access from side of the van body. Other electric panel should be a remote operating type of panel ( <b>ANNEX - E &amp; F</b> ) with the cable length sufficient to operate this by a person standing on this tail lift with full working height.			
304	Supplier should install steel pipes for hydraulic lines connection between solenoid control valve box and three hydraulic jacks (two are used for lowering the tail lift and other one for the closing and opening of the tail lift). There should be two hydraulic jacks mounted with safety valves ( <b>Annex - F</b> ) to prevent collapsing the tail lift when the hydraulic pressure is not there in the system.			
305	Required Electric Control panel operation and front view of the two panels are attached as " <b>ANNEX - E</b> ".			
<b>4</b>	<b><u>PLATFORM</u></b>			
401	Must be of 4 ways with 3 sections; rigid section, traversable section and extendable section. For safety of personnel, rigid section framework and floor plate should be bent over and made flush with van body framework and floor plate. This should provide with Hydraulic Cylinders, required valves and line connections.			Mandatory

402	Rigid section dimensions			
	Width	Equal to van body		
	width			
	Length	46"		
403	Traversable Section dimensions			
	Width	48"		
	Length	35" (without bumper)		
	(0.888m)			
404	Extendable Section dimensions			
	Width	Equal to traversable section		
	Length	Able to extend not less than 24" (0.609m) excluding		
		Bumpers		
405	The traversable and extendable section must be hydraulically operated linear actuated system.			
406	A non-marking natural rubber bumper must be mounted covering the width of the extension section of the platform and must be able to swivel on its pivot to an angle of 10o left or right. Pivoting covered section to be non-checked smooth heavy gauge aluminum sheets. The rubber bumper to be provided with safety feature (strip switches or pressure switch) in the event of malfunctioning of electrical and or hydraulic system.			
407	The platform must be well fendered with sliding stainless steel square rails and folding type gate for platform left and right. All nuts, bolts, screws and hinges must be of stainless steel. Folding type gate should be provided with an easily operated, self-locking mechanism when opened. When closed, the gate should be provided with a clamp for holding in position. No holes to be drilled on platform for locking gates into position when closed.			
408				

	All sections of the platform must be covered with 1/4" thick aluminum checkered plate bent over edges in front and rear to cover cross beams.			
409	Two stainless steel lock pins with chain attached must be provided for inserting into the front platform lifting members to give platform movement immediately the van body starts to rise. Suitable pockets must be provided to hold the pins when not in use.			
410	Platform should be capable of carrying a total permissible load of 1000 kgs. (Distributed), and support beams to be provided to prevent dishing of floor and deflection due to cantilever effect when platform is extended.			Mandatory
411	The gap between movable platform and extendable section to be minimal to facilitate smooth transport of trolleys.			
412	All platform movements - vertical and horizontal, should be on rollers and not on guide blocks which do not facilitate smooth movement.			
413	All the hydraulic hoses come from the platform and the Canopy should pass through a hydraulic hose carrier to protect them when the Van body moves up and down and also in sideways.			
<b>5</b>	<b><u>LIGHTING</u></b>			
501	Four red obstruction LED lights of 5 watts must be fitted on the exterior of the van body close to the roof and wired into the vehicle's statutory circuit.			
502	Two waterproof LED Flash Light (20W) must be fitted externally on the front face of the van body to illuminate the platform. The control switch must be located at the control panel			

	inside the van body and provision should provide to connect to a another two way switch to control from outside.			
503	One LED beacon light (orange color) must be installed at the rear end of the roof of the van, and the provision should provide to get the control located at the control panel inside the driver's cab.			
504	<b>Eight Lights</b> must be mounted on the interior of the van body (4 each side) and The bulbs to be of the Florescent or LED type lighting preferred. The lights to be such that it adequately illuminates the interior of the van-body. If the illumination levels are insufficient the lights should be increased. Two way switches to be provided in cab and van-body.			
505	All lights and brackets must be flush mounted as much as possible and must not project over the rubber rubbing rail.			
506	All wiring on the van body is not allowed to be exposed on both exterior and interior. PVC conduit and junction boxes are demanded for easy trouble shooting and rewiring when necessary. All wiring to be ragged, color coded (not limited to basic colors) and marked & shown on electrical wiring diagram accordingly, for easy reference. In addition, per Van Body. One set of laminated electrical wiring diagrams to be provided and mounted inside the cab and electrical control box.			
507	Provision should provide to install our control panel and take the wires through the cabin walls as shown in the drawing " <b>ANNEX - C and ANNEX - D</b> ". Supplier should provide the electrical Wiring Diagram at the stage of delivery.			
<b>6</b>	<b><u>PAINTING REQUIREMENT</u></b>			
601	All Structural steel tubing, fittings, steel metal assemblies, etc., must be given two coats of			



	rust prevention and acid proof primer followed by two coats of finishing enamel paint.			
602	When metal parts not similar are in contact or aluminum assemblies are used, a Zinc-chromate primer must be used.			
603	The entire unit including interior must be painted as per specified colors.			
<b>Z</b>	<b><u>REFRIGERATION SYSTEM</u></b>			
	-			
<b>701</b>	-			
	Supplier should provide the required Refrigeration unit and install the Evaporator unit on given location as shown in the drawing " <b>ANNEX - C</b> ". Condenser unit and the control panel should safely packed inside the Van Body and send with the unit, SLC will contact local agent to install the condenser unit and do the commissioning at SriLankan Catering Flight Kitchen premises.			
	-			
702	The refrigeration unit should be Thermo king Brand ( <b><u>UT Hybrid</u></b> ) <b><u>UT 1200 E-EVAP</u></b> model unit.			Mandatory
703	Electrical conduits and ducts should provide to take the control panel wiring through the Van Body walls and do the other lighting wiring into the Cabin as shown in the drawing " <b>ANNEX - C and ANNEX - D</b> ". Outdoor unit should packed and send inside the Van Body and this need to be stacked properly to prevent damages during the transportation.			
704	The compressors should have two drive systems with an interlock arrangement One system should be for emergency use. For the diesel driven Engine, hour meter should be provided.			
705	Electronic thermostat and two temperature gauges should be provided in the Van body. One			

	temperature gauge should be visible from outside (near the rear door)			
706	The evaporator fans must be installed in the van body to allow free air flow ( <b>ANNEX - C</b> ). It must be mounted in a manner that it does not cause obstruction. Drain pipes should have proper slopes and should take through the Van Body wall and under Neath the floor with the properly covered with the refrigeration gas lines. These refrigeration flexible gas lines and the drain line should have extended length of 15 m to take them along the scissor arms.			
707	Any pipe work that passes through the van body should be sleeved and properly sealed to prevent ingress of hot air and water and breeding of insects.			
708	Two sets of complete illustrated Instruction Manual, Maintenance Manual with Diagram of system, Manufacturer's literature of every component and an illustrated parts list must be provided for each unit purchased.			
<b>8</b>	<b><u>HYDRAULIC EQUIPMENT -</u></b>			
801	Supplier should supply and install following items to the van body,			Mandatory
	a. Two hydraulic Jacks for Platform movements for two directions as specify in above.			
	b. Hydraulic jack for canopy movements as specify in above.			
	c. Hydraulic valve body with connecting pipes for operating hydraulic jacks on platform and canopy.			
<b>9</b>	<b><u>WARRANTY &amp; FREE SERIVES</u></b>			
901	All items and components manufactured or supplied by third party but used in this unit must carry a warranty provided by the manufacturer for at least 24 months against faulty material, workmanship and manufacturer design faults.			Mandatory

	NOTE: IF ANY TENDER DOES NOT COMPLY WITH ANY OF THE ABOVE			
	CLAUSES, IT SHOULD BE CLEARLY INDICATED AS "NOT COMPLY" AND			
	CLARIFICATION SHOULD PROVIDE IN COMMENTS COLUMN. FOR ALL THE			
	SPECIFICATION ITEMS SUPPORTING DOCUMENTS SHOULD SUBMITTED AT THE TIME			
	OF TENDER SUBMISSION TO PROVE THE COMPLIENCY. IF SUPPLIER FAILS TO			
	SUBMIT CORRECT INFORMATION WE WILL BE REJECT AT THE TECHNICAL			
	EVALUATION.			

Supplier Details

High-Loader Manufacturer Name	
High-Loader Manufacturing Location/Plant	
Chassis Manufacturer Name and Country	
High-Loader Body Manufacturing Country	

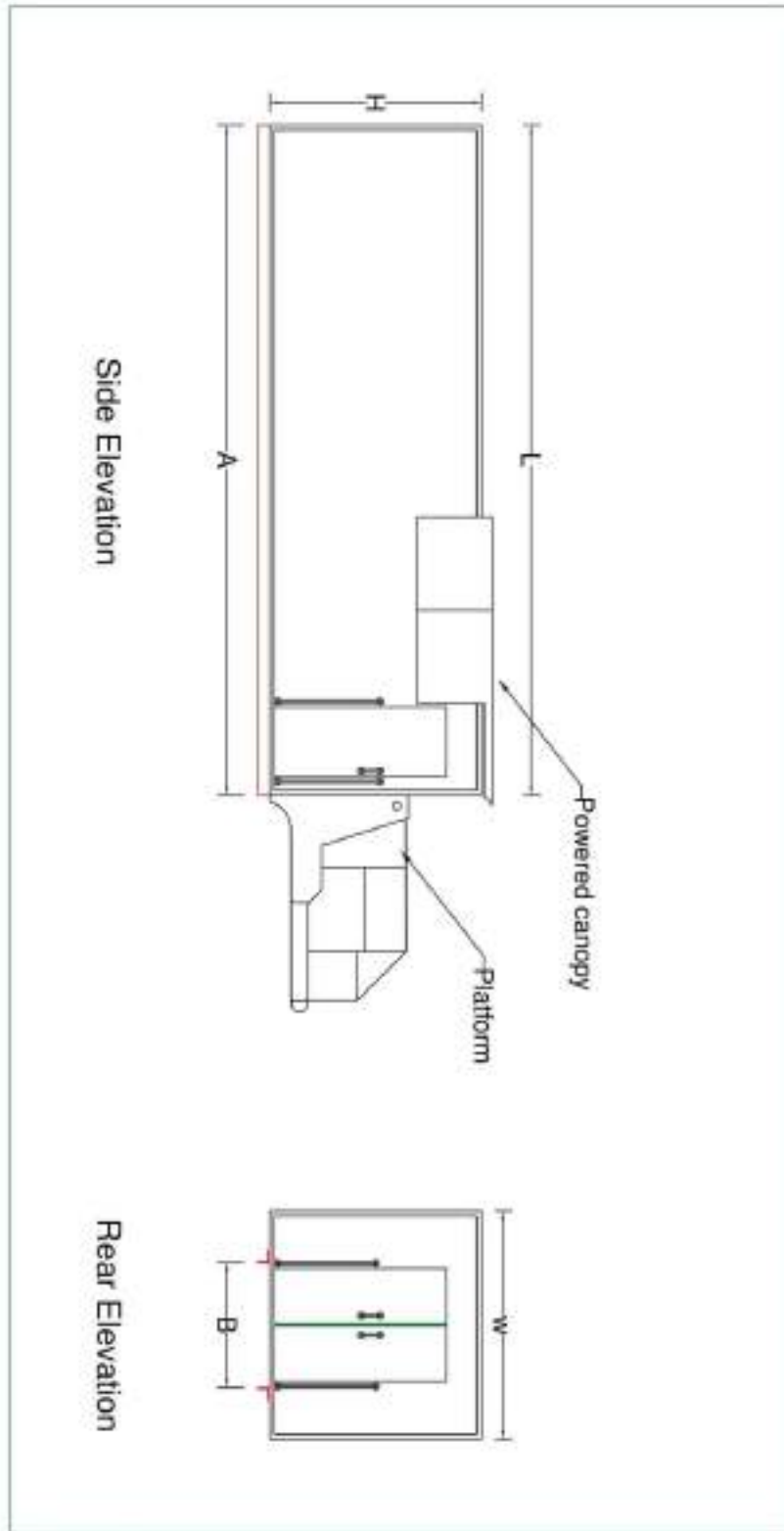
**Client List for The Last ten Years - Standard Body High-Loaders**

Year	Customer Name	Number of Units Manufactured	Contact Name	Person	Contact Number
2013					
2014					
2015					
2017					
2018					
2019					
2020					
2021					
2022					

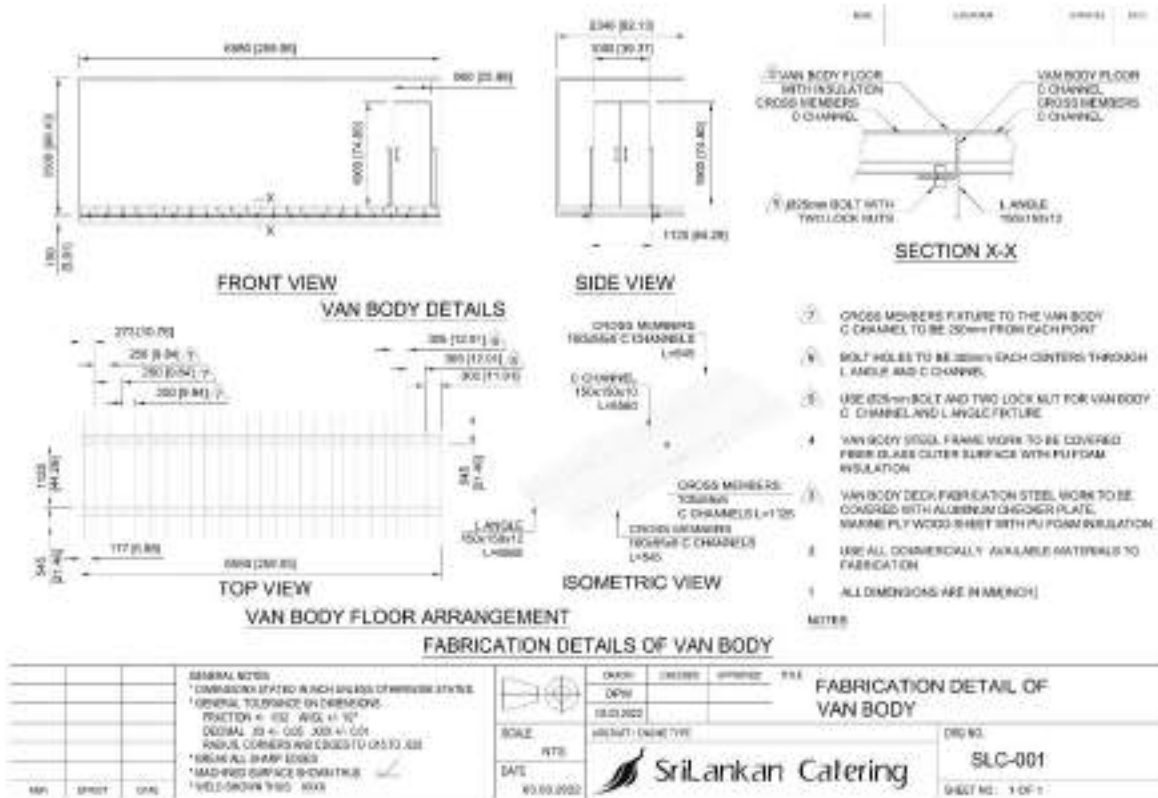
**ANNEX –A1**

<b>High-lift Van Body Replacement</b>					
<b>HIGH-LIFT NO</b>	<b>VAN BODY OUTER DIMENSION (MM)</b>			<b>L-ANGLE</b>	<b>DIMENSION</b>
	<b>L</b>	<b>W</b>	<b>H</b>	<b>(MM)</b>	<b>A</b>
<b>APR-105</b>	7180	2500	2360	7180	1355
<b>APR-106</b>					
<b>APR-108</b>					
<b>APR-111</b>					
<b>APR-112</b>					

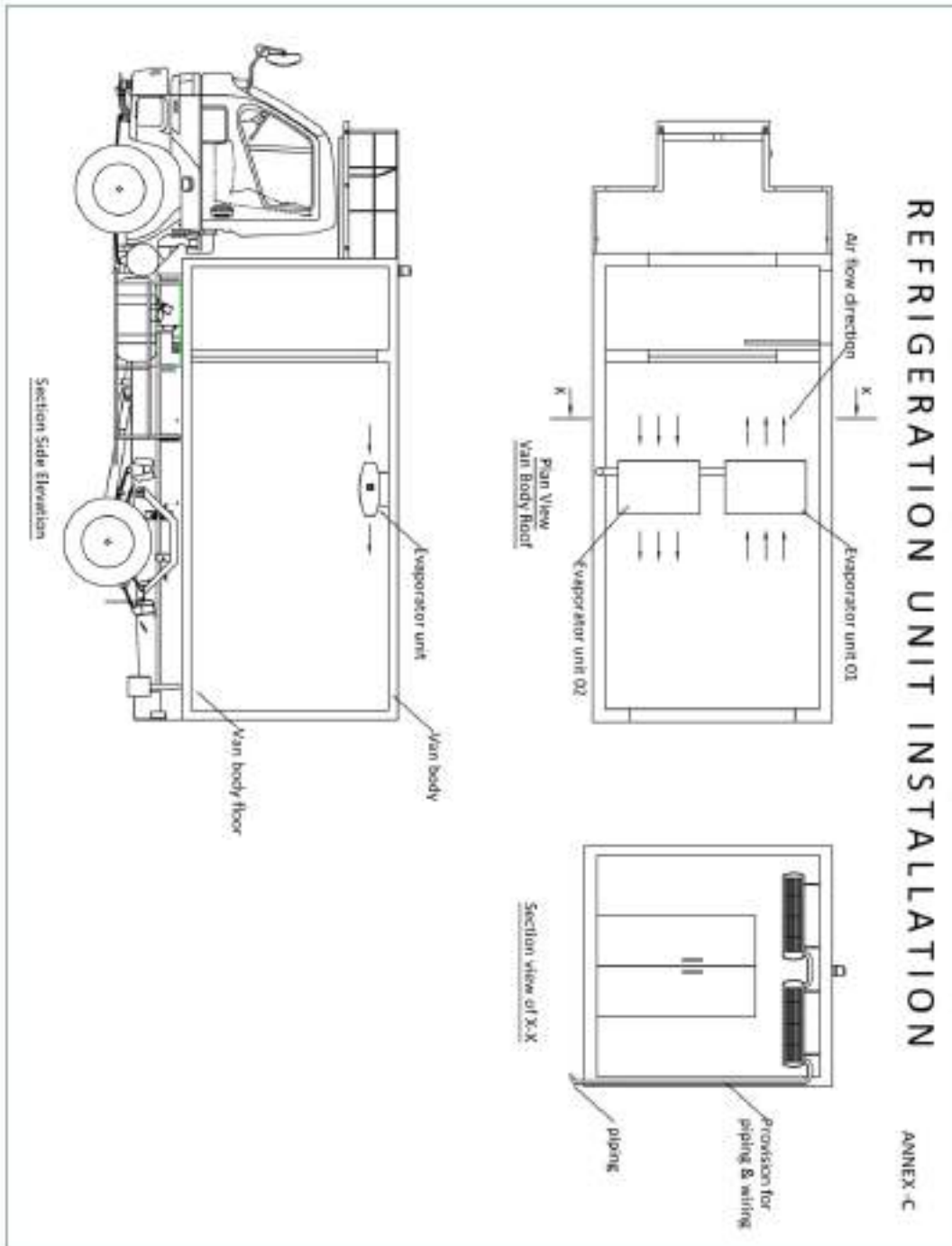
Annexure A2



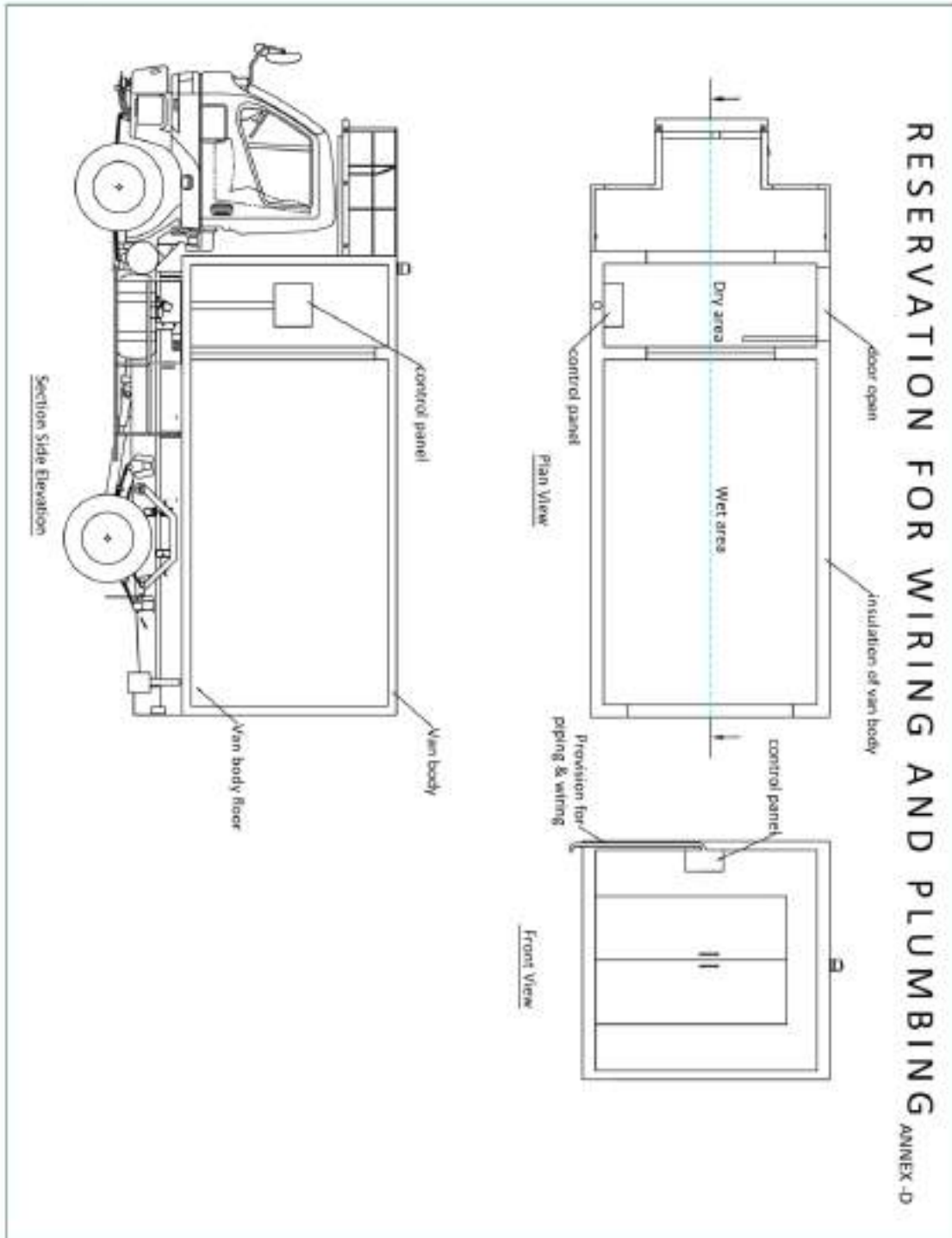
Annexure B



<b>GENERAL NOTES</b> DIMENSIONS STATED IN INCH ARE AS DIMENSIONS SHOWN GENERAL TOLERANCE ON DIMENSIONS: FRACTIONAL ± 1/32" ANGLES ± 1/4" DECIMAL ± 0.05 ± 0.01 ± 0.01 RADIUS CORNERS AND EDGES TO 0.5 TO 3.00 * BREAK ALL SHARP EDGES * MILD-STEEL SURFACE 9-CORANTINE * WELD-BROWN PAINT 8000		DWN: _____ DPN: _____ 18.03.2022 DATE: 03.03.2022	DESIGNED: _____ APPROVED: _____ FILE: _____ SHEET NO: 1 OF 1
SCALE: 1:10 WTS: _____ DATE: 03.03.2022		<b>FABRICATION DETAIL OF VAN BODY</b> DRG NO: SLC-001	

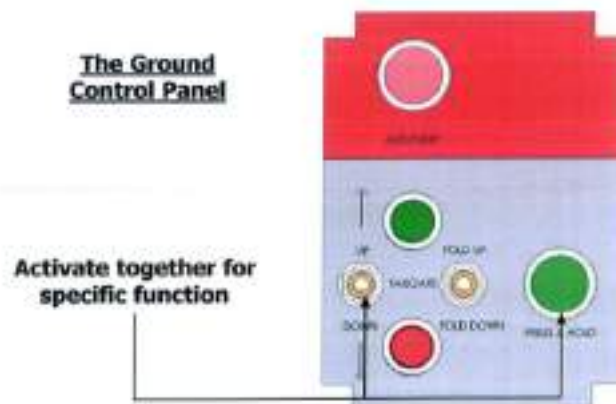






**2.3 Ground Control Panel**

- a. The red 'AUX-PUMP' push button activates the backup auxiliary electric pump. It must be used together with the green 'PRESS & HOLD' push button along with one of the hydraulic function push button switches in the event of an engine, PTO or main pump failure.
- b. The green 'PRESS & HOLD' push button activates the main control valve and must be used simultaneously with any one of the hydraulic function press buttons. The buzzer alarm and engine high demand will also be actuated when this switch is depressed.
- c. The 'TAILGATE UP/DOWN' toggle switch raises or lowers the tailgate respectively when activated together with the green 'PRESS & HOLD' push button. When the toggle switch is activated in either direction, the related indicator light will light up until the switch is released.
- d. The 'TAILGATE FOLD UP/DOWN' toggle switch folds or unfolds the tailgate respectively when activated together with the green 'PRESS & HOLD' push button.

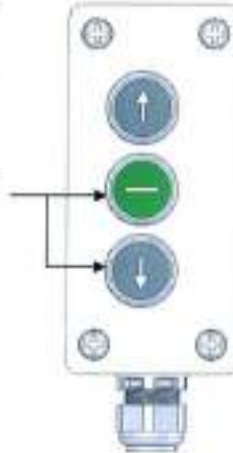


## 2.5 Flexible Tailgate Control Panel

- a. This control panel is used to raise or lower the tailgate respectively when the corresponding push buttons are activated together with the green 'PRESS & HOLD' push button. It has a long and flexible conduit to facilitate the control from different positions.

### The Flexible Tailgate Control Panel

Activate together for specific function



IMAGES -ANNEX - F

















**ANNEXURE 4: Clientele Information Form**

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

## ANNEXURE 5: Vendor Information Form



### VENDOR INFORMATION FORM SRILANKAN CATERING LIMITED

<b>Section A – Basic Information of the Vendor</b>	
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 – Please attach a copy of business Registration certificate.	
7. Nature of the Business	8. Business Type (Local/ Import)
10. Telephone and Fax Numbers Telephone : Fax :	9. Currency: 11. E-mail Address
12. Other Contact Details (If Any)	
13. Registered Name and the Address of Local Agent (If Any)	

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

<b>Section C – Details of the Directors, Shareholders and Related Parties</b>	
19. Name(s) of the Directors	
20. Name(s) of the Shareholders	
21. Name(s) of the Directors of parent/subsidiary who are also Directors of SriLankan Catering Limited	
22. Name(s) of the Directors of parent/subsidiary who are also Employees of SriLankan Catering Limited	

<p>23. Names of Close Family Members who are either Directors/Employees of SriLankan Catering Limited</p>	
---	--

<p><b>Section D – Conflict of Interest</b></p>		
<p>24. I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:</p>		
	<p><b>Yes</b></p>	<p><b>No</b></p>
<p>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.</p>		
<p>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.</p>		
<p>III. No SLC employee is contemporaneously employed or prospectively to be employed with the vendor.</p>		
<p>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.</p>		
<p>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</p> <p>I. Name :-----  --</p> <p>II. Relationship to employee:-----</p> <p>III. Interest in vendor’s company:-----</p> <p>IV. Other:-----  ---</p>		

**Section E – Supporting Documents**

25. Please Attach Copies of ,

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

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

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

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

**OFFICE USE ONLY**

<b>SECTION E : VENDOR REGISTRATION DETAILS</b>		
1. System	<input style="width: 100%;" type="text" value="INFLAIR"/>	<input style="width: 100%;" type="text" value="ORACLE"/>
2. Supplier Selection Criteria		
3. Supplier Code		
4. Estimated Value of the Contact ( Based on the Estimated Consumption)		
Approval	Approval	
Manager – Procurement and shipping	Manager - Finance	

<Company Letter Head>

<Date>,  
Accountant – Payments and Compliances,  
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.

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

Your corporation in this regard is highly appreciated.

Thanking you.  
Yours faithfully,

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

## **Annexure 6**

### **Clause 1.0 DEFINITIONS AND INTERPRETATION**

- 1.1 The Contractor means the person who has contracted for the works herein specified and its successors and not any assignee of such person.
- 1.2 Engineer referred in this tender document is the person or a company appointed by Sri Lankan Catering to act as Engineer for the purpose of this contract.
- 1.3 "Approved" and "Approval" means approved in writing including subsequent written confirmation of previous oral approval.
- 1.4 "Day" means calendar day.
- 1.5 Words importing the singular only also include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders

### **Clause 02 LANGUAGE /S AND LAW**

- 2.1 The Language is English
- 2.2 This tender is governed by the accepted laws prevailing in the Democratic Socialist Republic of Sri Lanka

### **Clause 03 STAMP DUTY**

"The stamp duty (If any) on the contract agreement is payable by the Contractor." ok

### **Clause 04 PERFORMANCE BOND**

4.1 "The Contractor shall obtain security for the proper performance of the contract to a value of Five percent (05%) of the contract price and provide the SriLankan Catering Ltd such security within fourteen (14) days after the receipt of the Letter of Acceptance. Such security or bond will be from a Licensed Commercial Bank in Sri Lanka in the form as annexed or any other form acceptable to the SriLankan Catering. The costs of compliance with the requirements of this clause shall be borne by the Contractor." Ok mention the currency

4.2 The Performance Security or Bond shall remain valid until the issue of acceptance certificate. ok

**4.3 Manufacturers, authorized dealers/agents and service providers shall not normally be required to submit a deposit ok**



**Clause 05 ADDITIONAL COSTS**

Sri Lankan Catering shall not be liable to pay any additional costs if such costs or obstructions are proved to be for reasons beyond its control.

**Clause 06 EXECUTION OF PROJECT AND TIME PLAN**

The project execution programme shall be submitted within fourteen (14) calendar days after receipt of the Letter of Acceptance from the SriLankan Catering Ltd.

**Clause 07 MANAGEMENT SERVICES**

“The cost of this service is deemed to be included in the prices quoted by the Contractor and shall not be claimed separately by the Contractor.”

“Any sample if required shall be supplied by the Contractor at its own costs”

**Clause 08 LIABILITY AND INSURANCE OF WORKS**

SriLankan Catering Ltd shall not be liable for any damage or loss arise with the contractor due to this tender and any unexpected risks to be covered by a valid legal insurance policy which covers until the point of handing over of respective project to the SriLankan Catering Ltd.

**Clause 09 PERIOD FOR COMMENCEMENT OF THE PROJECT**

Period for commencement will be **Fourteen (14)** Days from the date of SriLankan Catering Ltd.'s order to commence.

**Clause 10 COMPLETION OF THE PROJECT**

The contractor is expected to complete the stipulated project within **Six (06) Months** by Designing, building, commissioning, testing and official handing over of the equipment

**Clause 11 LIQUIDATED DAMAGES**

Liquidated damaged shall be collected from the contractor as Sri Lankan Rupees, Seventy Thousand (Rs.70, 000) or equivalent in USD per day or shall be limited to the maximum amount of **Ten percent 10%** from the bid amount stated at the Letter of Acceptance, for each and every day which will be tolerated for more than the stipulated time frame of the Letter of Acceptance

**Clause 12 ARBITRATION.**

1. All disputes or differences whatsoever which shall at any time arise between the parties hereto, touching or concerning the Works or the execution or maintenance thereof or this Contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after termination, abandonment, foreclosure or breach of the Contract (other than those in respect of which the decision of any person is by the Contract expressed to be final and binding) shall be referred to arbitration by a notice in writing as provided for herein if the same cannot be solved by the Engineer by discussion with the SriLankan Catering Ltd and the Contractor.

2. The party who seeks to refer such difference or dispute to arbitration ("the First Party") shall name the arbitrator appointed by him in the notice in writing sent to the other party ("the other party") making such reference. The other party may appoint another arbitrator within thirty (30) days from the date of receipt of the said notice. Either party can appoint a retired judge of the Supreme Court or the Court of Appeal as an arbitrator.

3. In the event of the other party failing to appoint another arbitrator within thirty (30) days from the date of receipt of the said notice the arbitrator appointed by the First party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such Sole Arbitrator. If the other party appoints another arbitrator then the two arbitrators shall appoint a retired judge of the Supreme Court or the Court of Appeal as the third arbitrator to be the Chairman as provided for in the section 6(3) of the Arbitration Act No.11 of 1995 of Sri Lanka.

4. The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences :-

- (i) Both parties shall within the time stipulated by the Arbitrators or within such further time as may be allowed by the Arbitrators file their respective evidence by way of affidavits with supporting documents
- (ii) Thereafter time may be given by the Arbitrators to file affidavits in reply with supporting documents
- (iii) Oral evidence shall be confined only to the matters which shall be specified by the Arbitrators

5. The Arbitration proceedings shall be held in the city of Colombo and the language of the proceedings shall be in English.

6. Only a retired judge of Sri Lanka or lawyer qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman as both parties recognize that the applicable laws are the laws of Sri Lanka.

7. The award made at an arbitration held as provided herein shall be final conclusive and binding on the parties hereto.

8. It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be a condition precedent to any right of action of either party against the other party in respect of such difference or dispute.

9. The Work under the Contract shall, as far as possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings unless the same is in dispute.

### **Clause 13 OTHER EXPENDITURES**

14.1 "The accepted tender will be treated as firm and inclusive of all expenses and taxes payable by contractor and applicable during the entire period of construction."

14.2 No variation howsoever in quoted prices will be paid to or deducted from the contractor for fluctuation in prices of materials, components, skilled and unskilled labour and the Contractor will not be entitled to any variation in prices on account of changes in taxes, etc., for imported items/components.

14.3 Sri Lankan Catering will deduct from the monies due to the Contractor, all statutory deductions if any deductible on account of the Contractor and remit to the relevant authorities. A certificate will be issued by the SriLankan Catering Ltd stating the amount deducted and to whom such amounts have been paid.

### **Clause 14 WARRANTY**

14.1 Comprehensive warranty for completed each unit shall be minimum **365 days from the date of official handing over of the project**

14.2 Warranty conditions pertaining to the products shall be all defective spare parts must be replaced without any delay with the confirmation of the contractor that contractor shall have all the fast moving spare parts at his/ her stores.

All items and components manufactured or being manufactured by third parties but used in this unit must carry a warranty for at least 12 months against manufacturing defects and defective workmanship.

### **Clause 15 PRICES AND DELIVERIES**

15.1 Prices of imports must be based on CIF price, to Colombo in United States Dollars or Sri Lankan Rupees

15.2 Clearance and transportation shall be at the contractors account from the Port of Colombo, up to the site or any designated place within Sri Lanka by the SriLankan Catering Ltd.

15.3 Installation of the Van Body to Hi-Loaders shall be carried out by the contractor and all related expenses shall be at the contractors account.

## **Clause 16 OFFICIAL HANDING OVER**

### **At the Receiving**

Inspection and authorization will be carried out by the specific personnel who is / are nominated by the SriLankan Catering Ltd, and the co Interactor is expected to notice the dispatch / arrival date and time of delivery to the designated place by SriLankan Catering Ltd, at least **Four (4) days prior**, by Telephone, Facsimile and by E-Mail.

### **At the Completion of Commissioning & Testing**

Shall be carried out by the specific personnel who is nominated by the SriLankan Catering Ltd, and the contractor is expected to hand over all documents related to the installed equipment i.e. catalogues, drawings etc.

## **Clause 17 EARLY TERMINATIONS**

17.1 Notwithstanding anything to the contrary stated herein either Party may terminate this Agreement forthwith by written notice in the event of breach of the Agreement by the other Party or in the event of the liquidation or appointment of a receiver in respect of the other Party or if the other party shall cease substantially to carry on its trade or shall threaten to cease substantially to carry on its trade or the Contractor ceases to have the legal entitlement to perform the obligations of set out in the Agreement at any time during the term of this Agreement.

17.2 In the event of a termination of the Agreement due to Contractor's failure to provide the Hi Loader or any breach of the terms of this Agreement, the Contractor shall refund any applicable advance payments made by SriLankan Catering

17.3 Termination of the Agreement shall be without prejudice to the accrued rights and responsibilities of Parties.

## **Clause 18 REPRESENTATIONS**

18.1 The Contract or covenants that the Hi Loaders shall be in good mechanical and working order at the time of handing it over to SriLankan Catering

18.2 Each of the parties hereto represents and warrants that it has the corporate power and authority to enter into this Agreement and has obtained all necessary licenses approvals and consents to enter into this Agreement and discharge the obligations set out herein in the manner set out herein.

NOTE:

IF ANY TENDER DOES NOT COMPLY WITH ANY OF THE ABOVE CLAUSES, IT SHOULD BE CLEARLY INDICATED AND A SEPARATE SHEET SHOULD BE ATTACHED REFERING TO THE CLAUSE NUMBER AND HOW THE TENDERER DEVIATES FROM THE REQUIREMENTS. IN SUCH INSTANCES, THE TENDERER SHOULD ALSO INDICATE ALTERNATIVE PROPOSALS. (IF ANY)