

INVITATION FOR BIDS FOR

A SOLUTION TO HANDLE SLOT CO-ORDINTION

ΑT

SRILANKAN AIRLINES

REFERENCE NO: CPIT/ICB 18/2020

CHAIRMAN,
ENTERPRISE PROCUREMENT COMMITTEE,
SRILANKAN AIRLINES LIMITED,
COMMERCIAL PROCUREEMNT DEPARTMENT (IT PROCUREMENT),
AIRLINE CENTRE, BANDARANAIKE INTERNATIONAL AIRPORT,
KATUNAYAKE,
SRI LANKA.

Dear Sir/Madam,

IFB NO: CPIT/ICB 18/2020

INVITATION FOR BIDS FOR A SOLUTION TO HANDLE SLOT CO-ORDINTION AT SRILANKAN AIRLINES.

SriLankan Airlines hereby invites tenders for a Solution to handle Slot Co-ordination at SriLankan Airlines. The bid document is attached herewith.

Bid should be submitted in a sealed envelope with the IFB number clearly marked on the top left corner of each envelope addressed to Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka by 11.00a.m. (Sri Lankan time: GMT +0530) on 25 January 2021.

The Bid Acknowledgement form attached to the document must be completed and returned by fax to +94 (0) 19733 5218 or e-mail to tharaka.hindurangalage@srilankan.com and sarath.jayathunga@srilankan.com

Any inquiry/clarification about the Tender should be e-mailed to tharaka.hindurangalage@srilankan.com and sarath.jayathunga@srilankan.com to reach on or before 11 January 2021.

Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 25 January 2021 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

Chairman of Enterprise Procurement Committee, State Ministry of Aviation and Development of Export Zones, On behalf of SriLankan Airlines Limited

Section I. Instructions to Bidders (ITB)

Section I. Instructions to Bidders (ITB)				
	A:General			
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit bids for the supply of Service/solution as specified in Section III - Schedule of Requirements for use at SriLankan Airlines Ltd.			
	Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.			
	B:Contents of Documents			
2. Contents of Documents	2.1The documents consist of the Sections indicated below. • Section I. Instructions to Bidders			
	Section II. Data Sheet			
	Section III. Schedule of Requirements			
	Sections IV. Bids Submission Form			
	Section V. General Conditions			
	Annexure A: Technical/General Specifications & Compliance form			
	Annexure B: Price schedule format			
	Annexure C: Bid Security Declaration Form			
	Annexure D: Performance Security Form			
	Annexure E: Clientele Information Form			
	Annexure F: Sample Contract Agreement			
	Annexure G: Bid Acknowledgement Form			
	Annexure H: Vendor Information Form			
	C: Preparation of Bids			
3.Documents Comprising your Bid	3.1 The Bid should comprise the following mandatory documents:Sections IV - Bid Submission Form.			
	Annexure A : Technical/General Specifications & Compliance sheet			
	Annexure B : Price Schedule Form			
	Annexure C : Bid Security Declaration Form			
	Annexure E : Clientele Information Form			
	Audited financial statements for the last 03 years (Clause 20)			

4. Bid Submission Form and Technical/ General Specifications & Compliance form	4.1 The Bidder shall submit the Bids Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form at Annexure B.
	5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids.
	5.3 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.
6. Currency	6.1 The bidders shall quote in USD or Sri Lankan Rupees (LKR).
7.Documents to Establish the Conformity of the Services	7.1 The Bidder shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Service/solution in Sri Lanka.
8.Period of Validity of bids	8.1 Bids shall remain valid for a period of one hundred eighty (180) days after the bids submission deadline date. If the full validity period is not properly indicated, SriLankan airlines reserves the right to obtain re-confirmation from the bidder that the Bid is valid until the date specified above.
	8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.
9.Bid Security Declaration	9.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C (Mandatory).
	9.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 8.1, Shall be rejected by Sri Lankan Airlines as non-responsive.
	9.3 Bid Securing Declaration may be executed:
	(a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission from, except as provided in 1TB Sub-Clause 8.2 or
	(b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TB Sub-Clause 15.3
	(c) If the successful Bidder fails to :
	i) Sign the contract in accordance security with 1TB Sub-Clause 23.3;(ii) Furnish a performance Security in accordance with 1TB Clause 24;

10.Format and Signing of Bids

10.1 The bids shall be typed or written in indelible 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 Bids

11. Submission of Bids

- 11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.
- 11.2The bidder shall submit the proposals for the following two financial options separately (either both options or single option) in the price schedule forms attached at Annexure B-I & B-II.
 - 1) Financial Option I Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be <u>hosted at</u> the Vendor location. Refer price schedule form attached at Annexure B-I.
 - 2) Financial Option II Fully Managed Service model including supply & Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan/premises.. All infrastructure requirements for the overall solution needs to be supplied by the Bidder. Refer price Schedule form attached at Annexure B-II.

The bidders have the option to submit their proposal either for both options or for a Single option. Sri Lankan Airlines has the sole authority to select the most responsive option based on the proposals submitted by the Bidders.

- 11.3 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows.
 - "Bid for the provisioning of a Solution to handle Slot Co-ordination at SriLankan Airlines (CPIT/ICB 18/2020)"
- .11.4 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.
- 11.5 Completed Technical (un-priced) and Financial proposal should be submitted in two separate sealed envelopes with the tender reference no. CPIT/ICB 18/2020 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. The Bid Submission Form (Section IV) and the Bid Securing Declaration (Annexure C) should be submitted in a separate envelope along with the Financial proposal
- 11.6 If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance. Refer section II, Data Sheet, Clouse 16.2 for contact details.

Please provide the following details of the participants for the Bid opening, through email: tharaka.hindurangalage@srilankan.com by 8.30a.m. on 22 January 2021 Sri Lankan time GMT +5:30 Time Zone) in order to organize the Security passes to enter SriLankan premises:

- 1) Company Name:
- 2) Name/NIC No of the participants: (Maximum 01 participant)
- 3) Driver's Name /NIC No (if any):
- 4) Details of the vehicle (if any):

12.Deadline for Submission of Bids	12.1Bids must be received by the Purchaser to the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.	
13.Late Bids	13.1 The Purchaser shall reject any bids that arrives after the deadline for submission of bids in accordance with ITS Clause 11.1 above.	
14.Opening of Bids	14.1 The Purchaser shall conduct the opening of quotation in the Presence of the Suppliers at the address, date and time specified in the Data Sheet.	
	14.2 A representative of the bidders may be present and mark its attendance.	
	14.3 Presence of the supplier will not necessarily ensure the selection of the proposed goods.	
E: E	valuation and Comparison of Bids	
15.Non conformity- ties, Errors, and Omission	 15.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omission in the Bid that do not constitute a material deviation. 15.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities of omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis: (a) If there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SriLankan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit shall be corrected. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 15.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be dis qualified and its Bid-Securing Declaration shall be executed. 	

16.2 The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS.
17.1 The Purchaser will determine the responsiveness of the bids to the documents based on the contents of the bids received.17.2 If a bid is evaluated as not substantially responsive to the documents
1

18.Evaluation	and
Comparison	of
hids	

18.1 The following factors & methodology will be used for evaluation. Please provide the required information in your proposal covering the below minimum eligibility criteria and evaluation criteria with clear reference (Document/Page /Section).

Minimum Eligibility Criteria

- The Bidder should have at least 02 years of industrial experience in terms of provisioning Slot Coordination systems for Coordinated Airports.
- II. Currently providing Slot Coordination systems to authorized entities.
- III. The bidder should provide proof of financial and economic capacity a. Audited financial statements for the last 03 years (mandatory).
- IV. In the event of termination at the end of contract period or prior, the vendor should provide data, including the data gathered from the implemented system to SriLankan Airlines in a similar replica of the system / data source / or any other medium requested by airline

Evaluation Criteria

- I. The Bidder's point-by-point compliance with general, technical & functional requirements under Points in Annexure A of the RFP. It is essential that the Bidder clearly indicates any limitations and/or deviations.
- II. Experience in integrating with external systems using webservices, APIs, and other latest technologies.
- III. Existing clientele of the solution provider in the field of Slot Coordination solutions.
- IV. Customer references from minimum 3 existing customers where same system was implemented and providing maintenance and support.
- V. Ability to do a complete data migration from existing system to new system.
- VI. Product demonstrations to verify specifications & performance
- VII. Total final cost of the project for 05 years.
- VIII. Credit terms specified in the price schedules at Annex B or better. Length of the credit granted, and payment terms will be considered as an evaluation factor.

19. Training and Development	The successful Vendor should provide all Training related to operating the System on Free of Charge basis.	
20. Financial Capability 20.1 The bidder shall furnish documentary evidence that it meets the financial requirements (s): Audited financial statements for the last 03 years (mandatory)		
21. Purchaser's Right to Accept any Bids, and to Reject any or all Bids.	21.1 The Purchaser reserves the right to accept or reject any bids, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.	
	F: Award of Contract	
22.Acceptance of the Bids	22.1 The Purchaser will accept the bids of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.	
23.Notification of acceptance	23.1The Purchaser will notify the successful Bidder, in writing, that its bids has been accepted.	
	23.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful bidder to sign it.	
	23.3 Within seven (7) days of receipt of such information, the successful bidder shall sign the contract.	
	23.4 The contract is extendable for a further 01 year period based on mutual agreement under the same terms & conditions and supplier performance.	
24.Performance Security	24.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex D.	
	24.2 Failure of the successful Bidder to submit the above-mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid-Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.	

Section II: Data Sheet

ITS Clause	
Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranaike International Airport, Katunayake
7.1	Proprietor's authorizations (or) Vendor commitment letter for 100% guaranteed product support is required.
9.1	Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.
12.1	The address for submission of Dids is a
12.1	The address for submission of Bids is :
	Attention : Senaka De Soysa Address : Senior Manager Commercial Procurement
	Commercial Procurement Department,
	Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
	Telephone : +94 197732666
	Deadline for submission of bids is on or before 25 January 2021, 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
	Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 25 January 2021
15.2	For <u>Clarification of bid purposes</u> only, SriLankan Airlines' address is:
	Attention: Tharaka Hindurangalage
	Address: SriLankan Airlines Limited,
	Commercial Procurement Department (IT),
	Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka
	Telephone: +94 (0) 19733 21845/ +94 (0) 19733 2666
	Facsimile number: +94(0) 197335218
	Electronic mail address: tharaka.hindurangalage@srilankan.com sarath.jayathunga@srilankan.com
	If the Bidder wishes to hand deliver the Bid documents by hand, please provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance to the Bid closing date, for the arrangement of security clearance.

Section III - Schedule of Requirements Solution to handle Slot Co-ordination at SriLankan Airlines-

CPIT/ICB 18/2020

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
01	Solution to handle Slot Co-ordination at Bandaranaike International Airport (BIA) as stated in this document. Schedule of business requirements and specifications are stated in Annex A.	01	Each	IT Division of SriLankan Airlines	Based on the project implementation timelines

Section IV - Bid Submission Form

THIS IS A COMPULSORY FORM. NON-SUBMISSION OF DULY FILLED/SIGNED FORM SHALL RESULT IN REJECTING THE BID.

[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 Airlines

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 of the following Service/solution [insert a brief description of the System/solution];
- (c) The total price of our Bid without Tax, including any discounts offered for 05 years is:
 - 1) Option I [insert the All-inclusive total project cost without Tax for 5 years in words and figures];
 - 2) Option II [insert the All-inclusive total project cost without Tax for 5 years in words and figures

Note: Please note that the prices indicated in this Bid submission form should be same as the All-inclusive total project cost for 5 years indicated in the below Price schedule forms referred as Annex B-I & B-II.

- (d) The total price of our Bid including Tax, and any discounts offered for 05 years is:
 - 1) Option I [insert the All-inclusive total project cost with Tax for 5 years in words and figures];
 - 2) Option II [insert the AII-inclusive total project cost with Tax for 5 years in words and figures
- (e) Our bid shall be valid for the time specified in ITB Clause 8.1
- (f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (g) We understand that you are not bound to accept the lowest recommended bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

Name: [insert complete name of person signing the Bid Submission Form]

Date

Section V - General Conditions

- I. Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.
- II. If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses shall be borne by the bidder.
- III. All on-site & off-site expenses including incidental expenses related to the project implementation, maintenance & support etc. within the 05 year contract period, including Airfare should be borne by the bidder.
- IV. If accepted, it is mandatory that the bidder signs the Contract Agreement Annexure F.
- V. In order to ensure continuity of supply of Service/solution to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- VI. If SriLankan Airlines find that the delivered service/solution does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the service/solution to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.
- VII. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solution and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of local agent.
- VIII. Advance payment is not acceptable. 45 days credit from the date of commissioning and acceptance by SLA is required.

ANNEXURE A - Technical/General Specifications & Compliance Sheet

Name of the Bidder	:
Name of the Principal	
Name of the Manufacturer	
Brand	
Model	

1. INTRODUCTION

This document formulates SriLankan Airlines requirements for implementing an Airport Slot Coordinating system. The SriLankan Airlines Limited, the national carrier of Sri Lanka is accepting proposals for an automated solution to handle slot co-ordination on behalf of Bandaranaike International Airport (BIA) to manage slots optimally. Requirement of SriLankan is described in this document, anticipating proposals from the reputed suppliers worldwide.

The purpose of this RFP document is to provide the business and technical requirements specific to SriLankan airlines and to identify and select an appropriate solution which could maximize the benefits for SriLankan Airlines.

Bidders interested in submitting proposals to provide such solutions are required to follow the recommended guidelines and instructions contained in this Request for Proposals. In the event it becomes necessary to revise any part of this RFP, revisions will be provided by addenda.

2. OVERVIEW

Launched in 1979, Sri Lanka's National Carrier 'SriLankan Airlines' is an award winning airline with a solid reputation for service, comfort, safety, reliability, and punctuality.

The airline's hub is at Bandaranaike International Airport (BIA) in Colombo, providing convenient connections to its global route network of 116 destinations in 51 countries including code share destinations and operates one of the most modern fleets in the region. The airline uses many state-of-the-art technology solutions for day to day planning and operations. At present about 7000 SriLankan employees can access SriLankan applications through Intranet.

SriLankan Airlines (UL), a member of CMB slots committee, is the appointed agent for slot coordination functions of BIA on behalf of Civil Aviation Authority of Sri Lanka (CAASL).

3. Business and System Requirements

Slots are windows of time for aircraft take offs and landings and form the basis of the individual airline's flight plan creation. They are regularly re-allocated between the airlines and the airports' coordinators.

Since slot capacity at BIA airport is limited owing to factors such as the number of take offs and landings, runways, passenger handling process, weather conditions, etc., the number of slots available to the airline is a major competitive factor. Effective management of an airline's highly coveted slots and an optimal response to the high demands of slot management requires support from a powerful and modern IT system.

With the proposed system the task of schedule administration at BIA should be performed efficiently and in adherence with IATA standards, local runway capacity, passenger flow limitations, parking / gate capacity and noise restrictions. The system should give higher quality slot schedules and better control of the airport load situations.

The productivity of coordination should be enhanced and give room for more focus on critical areas of the slot allocation.

The system should be able to successfully use during the IATA slot coordination conferences.

The system should be continuously updated to cater the current and future requirements and be driven by the user groups for any updates in the system.

The system should have enough redundancy in order to minimize the failures, and resiliency with tools for easy monitoring and maintenance. Overall redundancy and resiliency of the system should be the accountability of the supplier and the High Availability features should be clearly defined in the solution.

The main requirements SriLankan Airlines is expecting from an Airport Slot Coordination System are described under the below headings.

- Slot Coordination
- Slot Monitoring
- Administration

3.1 Slot Coordination

3.1.1 Analyse the past slot performance

System should be able to grab actual operating information from a standard excel format coming as an input file. System should consider all the deviations of the operators while analysing the past performance of the operators and capable to grab the reasons for the deviations. The decision support should be solely based on these factors and the system should intelligently access causes for the discrepancies. System should be able to report the arrival and departure deviations with statistical analysis and customized reports on it.

3.1.2 Coordinate the present and future Slots

The system should maintain a live view for the slot coordinated at any time including ad-hoc flights and ad-hoc cancellations. Mobile view and application for ad-hoc slots clearance is required for users.

There must be full support for the initial coordination.

SHL (Slot Historical and non-historical allocation List) should be produced for the operators, requests should be received and processed, and SAL (Schedule Advice List) should be produced based on initial submissions, allocation criteria and after user confirmation.

3.1.3 Facilitate message types SHL / SCR / SIR / SAQ / WIR / WCR

The system should allow automatic processing of slot requests when no constraints are violated.

If one or more constraints are violated the request should be manually processed by the users. And the system should be designed to give the user maximum support when processing a slot request. Message types (SHL / SCR / SIR / SAQ / WIR / WCR) should be processed by the system regardless of which message type it is, it can be any form of plain text message. (E-mail, telex etc.)

3.2 Slot Monitoring

The system should support Check in counter, runway, passenger flow, parking, gate and noise constraints. System should evaluate all requests with all the constraints defined for the airport.

3.2.1 Operations monitoring by using historical data

The performance of an operator should accurately be evaluated, and the system should be capable to suggest or take the decision for use it or lose it criteria.

3.2.2 Performance monitoring by using historical data

The system should maintain a historic view that has to include only data with historical significance. The historic view should update automatically or based on the user decisions when slot records are modified.

3.2.3 Monitoring reports

All the standard monitoring reports should be facilitated through the system and when required system should be capable of generating customised reports.

3.2.4 Slot monitoring control

The support for the coordinator in performing slot allocation and control should have un-compromised high quality and should enable efficient control of the slot schedules. Allocation of slot times should be made according to check in, runway, passenger flow, parking, gate and noise quota limits etc.

3.3 Administration

3.3.1 Setting up parameters

Constraints should be defined for all the airport or a part of it, for specific periods, days of operation and time of the day. And, it may be defined for operator specific, route specific, aircraft type specific or even the service type specific etc.

3.3.2 Control over definitions

The system should be capable to add rules and conditions and it should work according to these rules. The flights should be allocated to specific part of an airport by a rule. The rules should be built based on the operator, routing, service type, flight number etc.

3.3.3 Admin reports and Dashboard

The system should be capable to generate the system defined reports and it should facilitate the user defined reports as well and it should have fully fledged Dashboard with advanced Graphical User Interfaces to display warnings and notifications and charting facility (e.g. NAC charts) for ease of decision making. The system should be able to report the status of utilization in each coordinated airport and operator. The reports expected from the system would be Slot utilization based on 80/20 rule, peak movement monitoring, historical determination and all the customizable reports required by the user community.

3.3.4 Base carrier data inputs using SSIM files

This facility should be available to input the base carrier data to the system. The input will be the SSIM file and the system should be capable to upload the SSIM file when the user group need the facility. All the arrival and departure data in the SSIM file should be organized and stored in the system for further reference and analysis.

3.3.5 Making slots information available for airport stakeholders

System should be capable of offering different read only interfaces to different airport stake holders including Ground handling, ATC, Security, Civil aviation authority, Airport information service and with a direct link to Airport display boards.

3.3.6 Maintain a Validated contact list for SLOTS distribution

System should be able to store a strong contact data base and identify/validate receiving SLOT messages before process the same. Capability should be there to store multiple contacts from a single operator.

3.3.7 Interfaces to Airport Flight Information Display

Standard and customisable interfaces (e.g. Webservices) to Airport Flight Information Display Systems

4. Installation options

The company is open to option of having the application hosted in the SriLankan Airlines premises or hosting outside in a different site. Interested parties should mention both options if available with the prospective product.

- 4.1 Vendor hosted option (SaaS) which can be accessed via VPN or similar technology.
 - 4.11 Vendor will be responsible for maintaining all hardware and ensure software are up to date.
- **4.2** System hosted at SriLankan Airlines Premises Any additional hardware / software / licenses related cost should be borne by bidder

4.3 Technical Requirement

Vendor should provide the infrastructure requirements for the Local Installation Option and details of Hosted Infrastructure and technical specifications for internet bandwidth if hosted outside SriLankan.

SriLankan IT Systems is an ISO 27001:2013 certified entity.

Current Infrastructure setup for the In-house installation option is as given below.

4.3.1 Infrastructure (Servers)

Hardware Platform	Operating System	Virtualizati on	Main Services
HP Servers (Rack Dense Servers: DL360, DL370, DL380 Blade Servers: BL460c - G8, G9) with Intel Xeon processors.	Windows 2012 R2 and Above, RHEL 6.5 and Above	VMware, Hyper-V	AD, MS Exchange, DHCP, WINS, Oracle11g R2 or above & MSSQL 2014 or above Databases, internally developed & third-party applications

4.3.2 SAN Storage

DELL EMC Xtreme IO, EMC UNITY

Separate isolate non-production environments are maintained for hosting, Development, Testing, Demo instances, as required by the systems. These are maintained with identical architecture and versions and scaled to suit the development / test loads.

4.3.3 Web Hosting Environment

4.3.3.1 Web services

- Operating Systems: Red hat Enterprise Linux 6.5, Windows 2008R2/2012R2
- Web servers: Apache Tomcat 8 or above / Jboss 7 or above / IIS 7 or 8(.Net framework)

Set of Web servers are load balanced with Nortel Alteon Application Switches and another set is load balanced with Windows IIS load balancing. All the servers are virtualized with VMware or Hyper-V technologies.

4.3.3.2 RDBMS

Database Environment uses mainly two RDBMS, Microsoft SQL Standard/Enterprise Editions and Oracle Standard/Enterprise Editions. Oracle version is Oracle 11g or above, MSSQL versions is 2014 or above.

4.3.4 Firewall

The security gateway for SriLankan corporate network is the main Firewall. All the external connectivity to the corporate network such as IPSec VPN and Internet services must access through the firewall. The gateway infrastructure will provide network authentication, accounting and access control. It is also equipped with the security virus wall for all the traffic of FTP, SMTP and HTTP/HTTPS. The technologies used include Checkpoint Firewall, Trend Micro Gateway Antivirus Products, MS ISA & TMG Servers, Cisco Secure Access Control server & adaptive security appliance

4.3.5 MS Exchange Server Enterprise.

Running on Windows 2012 R2 (SP1) & Exchange 2013 (SP1) in cluster Environment.

4.3.6 Desktop Environment

Desktop environment is a combination of physical and virtual desktops. Virtual desktops are provisioned by a VMware virtualization infrastructure & VMware Horizon View Client (zero client/thin client)

- 4.3.6.1 Virtual desktops are running Windows 7 SP1 as the OS.
- 4.3.6.2 Physical desktops and Laptops are running on
 - Windows 7 SP1
 - Windows 8.1
 - Windows 10

4.3.6.3 Web Browser

- Internet explorer 11 and above
- Chrome (State compatible version)
- 4.3.7 Bandwidth requirement (minimum and recommended) to be mentioned by the bidder
- 4.3.8 Required Software list on the Desktop with versions to be mentioned by the bidder

4.4 Backup Procedures

Daily online backups are taken on databases and applications as required by the systems.

4.5 System Integrations

In order to obtain the supporting data (if applicable), system needs to be integrated with existing applications/systems within SriLankan Airlines & systems hosted outside SriLankan Airlines premises.

Below are few examples of the key systems:

- Amadeus Altea Passenger service system with Reservation, Inventory, Ticketing and Amadeus revenue Integrity. It supports many web services to connect external systems to integrate.
- PROS Revenue management system for revenue data which is hosted in SriLankan Airlines Data Center connected to Altea INV via MQ server hosted in SriLankan Airlines Data Centre.

5. SERVICE REQUIREMENTS

5.1 Support Services

- 5.1.1 24 X 7 support to be clearly defined to enable a smooth workflow and reduce operational problems due to time zone differences.
- 5.1.2 Provide a TEST setup like the LIVE environment for the purpose of testing new releases, maintenance releases and amendments to the system. Access to the TEST environment shall be provided to SriLankan.
- 5.1.3 All new releases of the system or modifications to be tested in the TEST environment before enabling to the users.
- 5.1.4 Stand Availability of service levels of the system to be 99.99%.

Availability is measured as a percentage of the total time over a set period less scheduled Downtime in that period expressed as a percentage of the total time in the period.

Availability = (Total Time in Period –scheduled Downtime) X 100

Total Time in period

- 5.1.5 Standard reports online & incident reports to be provided.
- 5.1.6 Service levels to be defined as Critical, High, Low & Cosmetic and escalation procedures to be included as given below.
 - Level 1– Critical- Complete service outage preventing use of the application
 - Level 2. **High** This is defined as when the incident prevents more than 50% of users from accessing and using the Application or Complete failure of a major functional area such as making a reservation etc.
 - Level 3. –Low-Partial failure affecting the use of the product such as Transaction failures/aborts or major validation errors.
 - Level 4 Cosmetic. Application Software can be used without inconvenience, but an incident of cosmetic
 nature has occurred. On this occasion the remedy will be included in a Maintenance Release or amendment to
 the Source Code or next release of the Application Software as governed by the terms of the Agreement or
 SriLankan may order software upgrade as from time to time.

Level	Faulty severity level	Target response time	Target resolution time
1	Critical priority	Immediate	2 hrs.
2	High priority	15 minutes	4 hrs.
3	Low priority	4 hrs.	24 hrs.
4	Cosmetic priority	72 hrs.	5 days

5.1.7 Fault Escalation Procedures to be followed as given below

Severity level	Vendor –Escalation Problem unresolved	Client update Service Desk
Critical priority	Support Engineer (3 hrs.)	Every 1 hr.
High priority	Support Engineer – (4 hrs.)	Every 6 hrs. or as necessary
Medium priority	None	Every 12 hrs. or as necessary
Low priority	None	Every 24 hrs. or as necessary
Cosmetic priority	None	3 days

5.2 Change Management Procedures

- Proper Change Management Procedures to be in place for future modifications or enhancements.
- SriLankan shall request modifications to system via the Change Request form which is attached and both parties shall mutually agree on deliverable dates.

5.3 Maintenance and Planned outages

Scheduled outages to be notified to SriLankan Service Desk via e-mail

Item	Type of maintenance	Total times	Max. Duration each	Pre-notify
		/year	time	Client
1	Preventive/Corrective	12	1 hr.	48 hrs.
	Maintenance			
2	Patch Application	12	1 hr.	48 hrs.
3	Database Re-organization	2	1 hr.	48 hrs.

5.4 Unplanned Outages-

Contact SriLankan Service Desk for any emergency corrective actions which are not included in the planned schedule.

5.5 Backup Procedures

Ensure an adequate backup schedule is maintained for the systems provided including a back-up of data every 24 hours and an offsite data transfer once a week for use in the event of disaster recovery. A dial up link facility is required in case of a network outage at BIA.

5.6 Performance

The application response via internet should be as per the industry standards.

6 OTHER REQUIREMENTS

6.1 Service Level Agreement

- 6.11 The award of the Application development and support services shall be conditioned on the subsequent execution of a formal written Services Contract. The Service Level agreement should be finalized and be part-and-parcel of such an agreement.
- 6.12 The Service Level agreement should be based on the service requirement defined on section 5.
- 6.13 Bidders should propose the expected Service Level Agreement with the proposals. This should include industry standard compliance components as well as penalties for non-conformity. Finalizing the Service Level Agreement with SriLankan Airlines is the responsibility of the prospective bidder/supplier.
- 6.14 As indicated in section 6.13 it is the responsibility of the bidder to submit the Service Level agreement with penalty clauses on par with the industry standards to supplement the service charges. SriLankan Airlines will evaluate the effectiveness of penalties in the context of the requirements and negotiate with the prospective bidder to improve them. Finalization of the Service Level Agreement is a prerequisite for the prospective bidders to proceed on the final evaluation.

6.2 Contents of the proposal

Notwithstanding to the general requirements of the RFP, the proposal should contain the following information.

- 6.2.1 General company information, date of incorporation etc.
- 6.2.2 Staff strength
- 6.2.3 Technological skills areas and domains
- 6.2.4 Brief descriptions about key projects handled.
- 6.2.5 Travel related or airline related projects
- 6.2.6 Current clientele
- 6.2.7 Technological Platform and development tools
- 6.2.8 Proposed pricing schemes
- 6.2.9 Time frame for delivering the project.
- 6.2.10 Any value additions provided in the solution
- 6.2.11 Any value additions provided in the solution
- 6.2.12 Industry standard certification
- 6.2.13 Comprehensive Disaster Recovery Plan
- 6.2.14 Post Implementation Plan Staff Training Programs and user Guides.
- 6.2.15 Comprehensive UAT plan and test cases required
- 6.2.16 Ability to extend to SriLankan Airlines Affiliated organization.
- 6.2.17 Should indicate the implemented Version's along with the release date, year.
- 6.2.18 Comprehensive user training/administration and technical training / trouble shooting / user manuals on System should be provided with adequate documentation.

- 6.2.19 State the standard interfaces available to connect to external systems (web services)
- 6.2.20 System must be open and flexible to support future enhancements and customizations.
- 6.2.21 Business Continuity plan with clear goals towards managing the products should be submitted for the evaluation

7. Price / Quotation

- The system should have comprehensive warranty cover for 3 years and for 4th and 5th year cost of maintenance and support should be indicated separately in the attached price schedule forms B-l & B-ll.
- Cost should be indicated for hosting the application at the vendor location & SriLankan premises separately
- Cost for any further enhancements after system deployment is required as below;
 - Man day charges
 - And any other appropriate basis
- Any other additional cost required for smooth functioning of the system.

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
1	General						
1.1	Access control (access to buildings/areas) Technical and/or organizational procedures shall be in place for access control and for the identification of authorized persons						
1.2	Access controls Procedures shall be available regarding user identification and authentication, both technical (password/password security) and organizational (master user data)						
1.3	Access privilege controls (the prevention of prohibited activities that exceed the granted user rights within an IT system). Authorization model and access rights to meet requirements shall be available; with monitoring and logging of the same						
1.4	Transfer controls (for all aspects of the transfer of personally identifiable data: electronic transmission, data transport, conveyance checks) shall be available						
1.5	Input controls (audit trail, documentation on data administration and maintenance) Procedures that support a historical audit of when data was entered, modified or removed (deleted), and by whom shall be available.						
1.6	Contract controls (assurance of policy-compliant processing of contractual data) Procedures (technical/organizational) shall be available defining the responsibilities of contractor and client.						
1.7	Availability controls (data shall be protected against accidental deletion or loss) Procedures for data archiving (physical/logical) shall be available						

			1	T	T 1
1.8	Controls for separation of duties (datasets that are created for different purposes shall also be processed separately). Procedures shall be available to support the separate processing (storage, modification, deletion, transmission) of datasets that serve different contractual purposes.				
2	Privacy Policies				
2.1	The Third-Party Organization shall comply with the obligations under the EU General Data Protection Regulation (GDPR) in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines (hereafter referred to as "Personal Data").				
2.2	The Third-Party Organization shall process any Personal Data solely for the purposes identified by the relevant Agreement.				
2.3	The Third Party Organization shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Personal Data. These measures shall consider and be appropriate to the state of the art, nature, scope, context and purposes of Processing of personal data and prevent unauthorized or unlawful Processing or accidental loss, destruction or damage to Personal Data. For the avoidance of doubt in the event of a dispute between the Third-Party Organization and SriLankan, SriLankan shall decide whether the Third-Party Organization has put in place appropriate technical and organizational measures in accordance with this Clause 11.				
2.4	The Third Party Organization shall will notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal Data Breach; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.				

2.5	The Third-Party Organization shall not engage any third			
4.3	parties or non-employees to process Personal Data unless			
	SriLankan has expressly consented in writing in advance to			
	the use of such third parties. The Third Party Organization			
	shall ensure that any person acting under its authority in			
	relation to the Personal Data, including a Data Processor, is			
	obligated to Process the Personal Data only on the			
	instructions of SriLankan and have in place appropriate			
	technical and organizational measures to ensure a level of			
	security commensurate with the risks associated with the			
	Processing.			
2.6	The Third-Party Organization shall use reasonable endeavors			
	to provide such assistance as SriLankan reasonably requires			
	in relation to satisfying any legitimate requests received from			
	Data Subjects in relation to the Personal Data.			
2.7	The Third Party Organization shall keep a record of any			
	Processing of Personal Data it carries out, including:			
	9.7.1 the purposes of the processing;			
	9.7.2 a description of the categories of data subjects and of			
	the categories of Personal Data;			
	9.7.3 the categories of recipients to whom the Personal Data			
	have been or will be disclosed; and			
	9.7.4 each transfer of Personal Data and, where relevant, the			
	documentation of suitable safeguard.			
	we commented of surfaces surregularian			
2.8	The Third-Party Organization shall take steps to ensure that,			
	from and including 25 May 2018, their Processing of any			
	Personal Data is compliant with the GDPR.			
3	Security Governance			
3.1	Third Party Organization shall designate named individual or			
	a team with overall accountability for Information Security,			
	to review compliance and enforce information security			
	requirements in the agreement with SriLankan Airlines and			
	liaise with SriLankan Information Security team as required.			
3.2	Third Party Organization shall have management-approved			
3.2	Information Security policies and procedures aligned with			
	applicable external standards, regulations and SriLankan			
	requirements, which shall be reviewed and updated			
	periodically.			

3.3	The Solution and the Third-Party Organization is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) standard and the certification is up to date. (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').			
3.4	Third Party Organization shall continually improve the suitability, adequacy and effectiveness of Information Security in accordance with applicable external standards, regulations and SriLankan requirements.			
4	Security Risk and Compliance			
4.1	Third Party Organization shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.			
4.1.a.	The risk register shall be maintained to show the nature, extent of and progress made in mitigating the identified risks.			
4.2	Third Party Organization shall conduct periodic compliance reviews against management-approved Information Security policies.			
4.3	Third Party Organization shall notify SriLankan where sub- contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.			
4.4	Third Party Organization shall abide by the contractual agreements put in place with respect to SriLankan requirements which includes but not limited to code ownership and intellectual property rights.			
4.5	Third Party Organization shall facilitate and participate in periodic Information Security reviews which will be carried out by SriLankan or on behalf of SriLankan. Information Security reviews may also be conducted under the following conditions:			
4.5.a	Security incident/breach			
4.5.b	Major change in information systems used to provide services to SriLankan			
4.6	Third Party Organization shall provide periodic reports on risk and compliance management as applicable to services provided to SriLankan.			

4.7	Third Party Users shall comply with all applicable SriLankan corporate and Information Security policies, standards and procedures.			
5	Personnel and Physical Security			
5.1	Third Party Organization shall conduct adequate back- ground verification checks of their staff involved in SriLankan Airlines engagement			
5.2	Third Party Organization shall proactively inform SriLankan Airlines if screening has not been completed or if the results give cause for doubt or concern			
5.2	All employees in the Third-Party Organization shall sign a Non-Disclosure Agreement.			
5.3	Third Party Organization shall ensure that all employees complete mandatory Information Security awareness course periodically covering topics like password and user account security, information protection and handling, issues of confidentiality and company security standards.			
5.4	Third Party Users shall sign a Non-Disclosure Agreement before gaining access to SriLankan information and information systems.			
5.5	Third Party Organization shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.			
5.6	Third Party Organization shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.			
6	Security in Applications, Systems and Networks			
6.1	Third Party Organization shall design, implement and operate a Layered Security model to provide adequate and effective protection for SriLankan information and information systems. This shall be a combination of preventative, detective and reactive controls and must apply to development, test, pre-production and production environments.			
6.2	Third Party Organization shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.			

6.4	Third Party Organization shall design, implement and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective. Third Party Organization shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.			
6.5	Third Party Organization shall implement and operate robust network, system and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services and devices.			
6.6	Third Party Organization shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.			
6.7	Third Party Organization should periodically deliver an independent report on the effectiveness of information security controls and agreement on timely correction of relevant issues raised in the report to SriLankan Airlines, on request			
6.8	Third Party Organization shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. Third Party Organization shall apply security patches in mutually agreed timeline without any cost escalation.			
6.9	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to Third Party Organization. If any vulnerability is found, Third Party Organization shall agree to apply security patches in mutually agreed timeline without any cost escalation.			
6.10	Third Party Organization should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities			

6.11	During the year, Third Party Organization shall conduct information security reviews of its sub-contractors and its own suppliers engaged in services/products delivered to SriLankan during the year			
6.12	Third Party Organization shall conduct BCP testing on SriLankan Related systems/services during the year			
7	Security in System Delivery Lifecycle			
7.1	Third Party Organization shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.			
7.2	Third Party Organization shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.			
7.3	Third Party shall ensure that access to program source code is restricted and strictly controlled.			
8	Data Security			
8.1	Third Party Organization shall design, implement and operate adequate security controls to protect confidentiality, integrity and availability of SriLankan data and/or information in accordance with the classification levels.			
8.1.a	~		1	
	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.			
8.2	limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware. Third Party Organization shall only transmit, process or store SriLankan data and/or information in accordance with the contract requirements.			
	limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware. Third Party Organization shall only transmit, process or store SriLankan data and/or information in accordance with the			

8.4.a	Contract expiry			
8.4.b	Equipment / media retirement or maintenance			
8.5	Third Party Users shall not process or store SriLankan data and/or information on non SriLankan devices. Where there is a legitimate business requirement to do so, approvals must be taken from SriLankan Information Security team.			
9	Authentication & Password Compliance			
9.1	Role Based Access & Workflow Approvals (Segregation of Duties)			
9.2	Active Directory (AD) Integrated (If Yes , please proceed to A-7)			
9.3	Password age – 60 Days			
9.4	Minimum password length – 8 Characters			
9.5	Password change at initial login			
9.6	Password Complexity			
9.6.1	At least one 'UPPERCASE' character			
9.6.2	At least one 'lowercase' character			
9.6.3	Mixture of numbers and/or symbols			
9.6.4	Account Lockout			
9.6.5	Lockout after 5 unsuccessful attempts			
9.6.6	30 minutes lockout duration			
9.6.7	Password History – 8 Passwords			
9.6.8	Availability of multiple-factor authentication			
9.6.9	Transfers authentication information through secure protocols			
9.6.10	Ability to display the time and date of last successful login, and any failed login attempts to user			
9.7	Third Party Organization shall support integration of solution with Microsoft Identity Manager for Identity & Access Management			
10	Backups			
10.1	Scheduled configuration backups			
10.2	Scheduled data backups			
10.3	Backup retention period - 12 years for all SriLankan/service-related data			

11	Audit & Event Logs (for all user activities, including administrative and privileged user activities, and system configuration changes)			
11.1	Application Audit Logs (including transaction logs)			
11.2	Database Level Audit Logs			
11.3	OS Level Audit Logs			
11.4	Event Logs (including successful/unsuccessful login attempts)			
11.5	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)			
12	Encryption			
12.1	256-bit key encryption for data at rest and in transit.			
12.2	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures)			
13	Data Validation			
13.1	Input & Output Data Validation			
14	Connectivity and Access Control			
14.1	Web applications enabled with current TLS version certificates			
14.2	Remote diagnostic and configuration port should be protected.			
14.3	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console)			
14.4	Ability to configure a Log-on banner			
15	Dependent Systems and Services (if yes, please provide information on systems/services/ports in remarks)			
15.1	Solution necessitates dependent systems & services			
16	Incident Management			
16.1	Third Party Organization shall inform SriLankan Airlines about any incidents related to information security as soon as an incident occurs			
16.2	Third Party Organization shall inform about the workarounds and rectifications taken to address the incidents			

16.3	Third Party Organization shall provide audit trails and records of information security events, operational problems, failures, tracing of faults and disruptions related to the service delivered			
17	Service Continuity			
17.1	Availability - 99.95%			
17.2	Recovery Time Objective - 1 hour			
17.3	Recovery Point Objective - 1 hour			
17.4	Third Party Organization agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.			
18	Right to Audit & Monitor			
18.1	Third Party Organization agrees that performance of the Services will be subject to monitoring by SriLankan Airlines.			
18.2	Third Party Organization agrees to keep accurate and complete records and accounts pertaining to the performance of the Services. Upon no less than seven (7) days' written notice, and no more than once per calendar year, SriLankan Airlines may audit, or nominate a reputable firm to audit, records relating to performance of Third Party Organization/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.			
18.3	If Third Party Organization obtains third party services by means of outsourcing or sub-contract, Third Party Organization is required to ensure such activities maintain applicable records to reflect the services agreement with SriLankan Airlines and will be subject to audit/monitor as set forth in 18.1 to 18.3 above. Licensing Requirements			
19.1	Does the solution necessitate additional licenses for third party components/services? (If Yes, please provide information in remarks)			
19.2	If solution necessitates additional licenses for third party components/services, please state if such licenses are included in the proposed solution? (If No, please provide details of additional licenses required from SriLankan Airlines)			
20	Legislative, Standards & Regulatory Compliance			

20.1	Third Party Organization agrees to sign a Reciprocal Non- Disclosure Agreement with SriLankan Airlines	
20.2	Information shared or services obtained as part of SriLankan Airlines engagement with Third Party Organization will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).	
20.3	Third Party Organization shall agree to adhere to SriLankan Airlines Information Security Policy	
21	Service Level Agreement	
21.1	Signed Service Level Agreement including, and not limited to,	
21.1.1	Reflect Service Continuity objectives set forth above 17.1 to 17.3	
21.1.2	Defined Response Times and Resolution Times based on defined priorities	
21.1.3	Periodic service review meetings between SriLankan Airlines and the Third-Party Organization	
21.1.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement	
21.1.5	Information about the licensing arrangements (for dependents systems/services), code ownership and intellectual property rights related to the Third-Party Organization's products/ services	
21.1.6	Service Credits for failing to meet performance of services under the Service Level Agreement	
21.1.7	Third Party Organization should submit service reports at a defined frequency	
61. 1.4		
	Computing Security Standard	
22	Evaluation of Third-Party Organization/ Cloud Service Provider (CSP)	
22.1	SriLankan may perform periodic assessment of the Cloud Security Provider's security posture where necessary.	

22.2	Third Party Organization/ Cloud Security Provider (CSP) hosting SriLankan data shall maintain a certification in good standing against an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.			
23	Protection of SriLankan Data in Cloud Environment			
23.1	Third Party Organization/CSP must operate a Layered Security model at the perimeter, core network, systems, application and data layers to adequately protect SriLankan data.			
23.2	SriLankan data and application environment must be segregated from other entities' environments.			
23.3	SriLankan data must be adequately protected in accordance with the classification levels of the data sets as per Annexure A.			
24	Compliance and Audit in Cloud Environment			
24.1	Third Party Organization/CSP must demonstrate compliance against SriLankan Extended Information Security policy, relevant contractual requirements and applicable external standards and regulations.			
24.2	SriLankan shall conduct security reviews where necessary on the cloud environment on an ongoing basis to verify compliance.			
US DOT Compliance				
25	Customer facing web interfaces shall designed/deployed according to US DOT Compliance requirements			

Technical Compliance Sheet

A statement of compliance to the each and every requirement laid down in the *Business Requirements* section *and Service Requirements* section of the RFP as specified in Annex A In case of non-compliance, an alternative method of realization may be clearly stated with illustrations and explanations justifying the deviation from the specification.

SAMPLE FORMAT OF THE LIST OF COMPLIANCE

S/N	SECTION	FULLY	PARTLY	NON-	REMARKS
5/11	SECTION	COMPLIED	COMPLIED	COMPLIED	KEWIAKKS
3 Bus	siness Require	ments			
3.1	3.1.1				
	3.1.2				
	3.1.3				
3.2	3.2.1				
	3.2.2				
	3.2.3				
	3.2.4				
3.3	3.3.1				
	3.3.2				
	3.3.3				
	3.3.4				
	3.3.5				
	3.3.6				
	3.3.7				
4 Insi	tallations Opti	ons			
4.1					
4.2					
4.3	4.3				
	4.3.7				
	4.3.8				
4.4					
4.5					
5 Sor	vice Requirem	onts			
5.1	5.1.1				
3.1	5.1.2				
	5.1.3				
	5.1.4				
	5.1.5				
	5.1.6				
	5.1.7				
5.2					
5.3					
5.4					
5.5					
5.6					
	her Requireme	ents			
6.1	6.11				
	6.12				
	6.13				
	6.14				
6.2					

Annexure. B-I: Price Schedule Form for Option I

Provisioning of a Solution to handle Slot Co-ordination for SriLankan Airlines- CPIT/ICB 18/2020
Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level
Agreement and the system to be hosted at the vendor location.

Name of the Bidder	<u>:</u>
Name of the Principal	:
Name of the Manufacturer	•

Line Item N°	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annexure A.					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	Total one time cost for 5 years					
2.	Variable/Recurrent charges					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	Total Variable/Recurrent cost for 5 yrs.					
3.	Maintenance & Support					

3.1	Maintenance & Support Cost for the 1st 3 years to meet the service levels stated in the Bid document.			
3.2	Maintenance & Support Cost for the 4 th year			
3.3	Maintenance & Support Cost for the 5 th year			
	Total Maintenance & Support cost for 5 years			
	All-inclusive total project cost for 5 years (Excluding Tax)			
	Total Tax amount (if applicable please specify details)			
	All-inclusive total project cost for 5 years (Including Tax)			

Payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice. Please review & confirm. Advance payment is <u>not</u> acceptable. 45 days credit from the date of the receipt of the invoice.

Performance security: A bank guarantee (unconditional, irrevocable and on first written demand) of 10% of the total order value shall provide to cover both the warranty period and contract period)

Note: Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) for evaluation.

Bid Validity:	
Bid Security declaration	on: Yes/ No (to be attached with Financial bid)
Acceptance on 10% pe	rformance security:
Implementation lead t	time:
Available locations for	inspection of the proposed solution/service
	: : : : : : : : : : : : : : : : : : :
Date :	[insert date]

Annexure. B-II: Price Schedule Form for Option II

Provisioning of a Solution to handle Slot Co-ordination for SriLankan Airlines- CPIT/ICB 18/2020

Fully Managed Service model including supply & Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be <a href="https://example.com/hosted/dec-2016-by-nc-2016-by

Name of the Bidder	:
Name of the Principal	:
Name of the Manufacturer	

Line Item N°	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annexure A.					
1.1	Implementation cost					
1.2	Acquisition cost (if applicable)					
1.3	License cost					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost					
1.11	Any other requirements - Please specify					
	Total one time cost for 5 years					
2.	<u>Variable/Recurrent charges</u>					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	Total Variable/Recurrent cost for 5 yrs.					
3.	Maintenance & Support					

3.1	Maintenance & Support Cost for the 1st 3 years to meet the service levels stated in the Bid document.			
3.2	Maintenance & Support Cost for the 4 th year			
3.3	Maintenance & Support Cost for the 5 th year			
	Total Maintenance & Support cost for 5 years			
	All-inclusive total project cost for 5 years (Excluding Tax)			
	Total Tax amount (if applicable please specify details)			
	All-inclusive total project cost for 5 years (Including Tax)			

Payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice. Please review & confirm. Advance payment is <u>not</u> acceptable. 45 days credit from the date of the receipt of the invoice.

Performance security: A bank guarantee (unconditional, irrevocable and on first written demand) of 10% of the total order value shall provide to cover both the warranty period and contract period)

Note: Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) for evaluation.

Bid Validity:	
Bid Security declaration	on: Yes/ No (to be attached with Financial bid)
Acceptance on 10% pe	rformance security:
Implementation lead t	time:
Available locations for	inspection of the proposed solution/service
Method of payment Bank details Head Office Account Name Period of Agreement	: : : : : : : : : : : : : : : : : : :
	Price shall be fixed for the Term of the Agreement [signature of person signing the Bid] [designation of person signing the Bid with frank] [insert date]

ANNEXURE C: Bid Security Declaration form

THIS IS A COMPULSORY FORM. NON-SUBMISSION OF DULY FILLED/SIGNED FORM SHALL RESULT IN REJECTING THE BID.

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

Date:[insert date by bidder]	
*Name of contract [insert name]	
*Contract Identification No:[insert numbe	r]
*Invitation for Bid No.: insert number]	

To: SriLankan Airlines Limited.

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 Airlines, for the period of time of one year 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 Documents; 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 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 Joint Venture (JV), the Bid Securing Declaration must be in the Name of the 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 D : Performance Security form

[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 Airlines 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 Contract No [reference number of the contract] dated with you, for theSupply 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](
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)]

ANNEXURE E : Clientele Information Form

	Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	System/ solution implemented	Implementation date	Present status
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Please mention the users of the same service/solution proposed to SriLankan Airlines. In addition to above information please provide your clientele of other systems/solutions implemented.

ANNEXURE F - SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

_		Provision of service/solution (hereinafter referred to as "Agreement") is made and entered by of
Betwee	n;	
having (hereing so requ	its register after called iires or adm	ELINES LIMITED a company incorporated in Sri Lanka (Company Registration PB 67) and red office at "Airline Centre", Bandaranaike International Airport, Katunayake, Sri Lanka, and referred to as "SriLankan Airlines" which term or expression shall where the context nits mean and include the said SriLankan Airlines Limited , its successors, assignees and f the One Part ;
And		
register "Contr	ed office actor" wh	at (Company Registration No) and having its at (hereinafter called and referred to as the ich term or expression shall where the context so requires or admits mean and include the its successors, assignees and representatives) of the Other Part.
		kan Airlines is desirous of procuring (hereinafter referred to as "service/solution ications and estimated quantities provided in Schedules attached herewith to the Agreement.
Service,	/solution to	contractor is engaged in supply of and desirous of supplying the SriLankan Airlines on a non-exclusive basis according to the specifications and estimated ed herein and communicated by SriLankan Airlines from time to time in the future;
		ontractor has expressed its offer to provide SriLankan Airlines with the service/solution rms and conditions provided herein and which offer has been accepted by SriLankan Airlines;
the requand to supply specific WHER	uirements a all other m and delive ations set f EAS the C	to the said offer and the execution of the Agreement, the Contractor has been apprised of and specification required by SriLankan Airlines for the supply and delivery of service/solution latters which might have influenced the Contractor in making its bids and has agreed to be the Service/solution to SriLankan Airlines pursuant to the said requirements and borth in the Invitation for Bids document; Contractor has expressed its desire to provide SriLankan Airlines with Service/solution erms and conditions provided herein.
IT IS F	IEREBY A	GREED BY AND BETWEEN THE PARTIES AS FOLLOWS:
1.	<u>OBLIGAT</u>	TIONS OF THE CONTRACTOR:
1.1	The Contr	actor shall:
	1.1.1	Deliver Service/solution as more fully described in the Schedule A in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule A, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex (such schedules and annexes to be part and parcel of this Agreement) on

non-exclusive basis on the terms and conditions set out herein.

- 1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.
- 1.1.3 Ensure that Service/solution provided under this Agreement shall:
 - a) be in accordance with the specifications set out in Annex;
 - b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - c) be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Service/solution to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Service/solution on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in Annex The Contractor shall be responsible for providing all transportation necessary for the safe movement of Service/solution to the locations as specified in Schedule B of the Agreement.
- 1.1.6 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.7 Invoice SriLankan Airlines for the Service/solution at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).
- 1.1.8 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.9 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.10 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Service/solution on time or SriLankan Airlines rejects the Service/solution pursuant to Clause 2.6 hereof.
- 1.1.11 Subject to the terms and conditions of this Agreement, the Service/solution shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).
- 1.1.12 Arrange pre delivery inspection at manufacturing plant once the Service/solution are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors cost (expect air fare of SriLankan Airlines destinations) at the manufacturing location.
- 1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.
- 1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.

- 1.2 In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of ... years from the date mentioned in the Commissioning and Acceptance Form in Annex for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedule A without any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractors provided in Schedule C where the Contractor fails to deliver the Service/solution as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.3 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase Service/solution which are similar to the Service/solution contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.4 Have the right to inspect and reject the Service/solution (or any part thereof) provided under this Agreement if in its opinion it decides that such Service/solution (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Service/solution (or part thereof) after the Service/solution ' arrival or issuance of the Delivery

Note shall in no way be limited or waived by reason of the Service/solution having previously been inspected and passed by SriLankan Airlines or its representative prior to the Service/solution delivery.

- 2.5 When the Service/solution are received to SriLankan Airlines stores, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Service/solution at the locations once commissioning and training is completed and other required items/Service/solution specified in Schedule A are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to vendor within 5 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Service/solution by SriLankan Airlines, the Service/solution shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Service/solution may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Service/solution due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Service/solution are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.
- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Service/solution or any other Service/solution or services from any third party on whatsoever basis during the period of the Agreement.
- 2.8 In the event SriLankan Airlines in its opinion decide that the Service/solution are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Service/solution and:
 - (i) refrain from making any payments pursuant to such Order made in respect of such Service/solution; and
 - (ii) either replace the rejected Service/solution with Service/solution meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) obtain substitute Service/solution for the rejected Service/solution and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. <u>INVOICING & PAYMENT</u>:

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within days from the date of Commissioning and Acceptance in Annex The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in

this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.

- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule C.
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: zaroosha.farook@srilankan.com

4. **LIABILITY & INDEMNITY**:

- 4.1 The Contractor shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:
 - a) Claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;
 - b) Accident, injury or death caused to any person by negligence or willful misconduct of the Contractor, its servants, agents employees or representatives;
 - c) Acts of theft, pilferage, damage of property caused by the Contractor or its servants, agent s employees or representatives;
 - d) Any losses, damages, injuries, illness or death incurred due to manufacturing defects, nonperformance and or malfunction of the Service/solution procured under this agreement by SriLankan Airlines;
 - d) if the Service/solution provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Service/solution produced, packaged, stored or shipped by Contractor;
 - d) violation of any laws, regulations or intellectual property rights of any party;
 - e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor 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 Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or willful misconduct.

5. <u>INSURANCE</u>:

5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to:

- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.
- 5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):
 - a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
 - b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
 - c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
 - d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
 - e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.
- 5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.
- 5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.
- 5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. NON-COMPLIANCE:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
 - a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule C of the estimated amount of the monies payable for the relevant Service/solution for the relevant period of non-compliance or breach; and/or

c) Obtain the Service/solution from another contractor provided however, that in the event any money is expended by SriLankan Airlines on account of the Contractor's non-compliance or breach of its duties, such said expenditure shall be re-charged to the Contractor.

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

7. TERM & TERMINATION:

- 7.1 This Agreement shall be valid for a period of ___ years commencing from ____ until____ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.
- 7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 90 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 90 days' notice period.
- 7.3 SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Contractor does not:
 - a) provide the Service/solution at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to this Agreement;
 - b) comply with the requirements and/or notices of SriLankan Airlines; and/or
 - c) Perform, fails or is failing in the performance of any of its obligations under this Agreement.
- 7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:
 - a) if the other party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;
 - b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
 - d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
 - e) Disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.

- 7.5 Expiration or 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 Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Service/solution duly provided in accordance with the terms of this Agreement. The Contractor 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 Contractor (including its agents, employees and representatives) as a result of this Agreement.
- 7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, Service/solution, as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar Service/solution procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

- 8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule C, as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.
- 8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.
- 8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.
- 8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. **GOVERNING LAW:**

9.1 This Agreement shall be governed by the laws of Sri Lanka and subject to the jurisdiction of the courts in Sri Lanka.

10. FORCE MAJEURE:

- 10.1 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.
- 10.2 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.
- In the event the force majeure event relates to delivery of Service/solution by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor 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. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Service/solution shall be extended accordingly.

11. **GENERAL**:

- 11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.
- 11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.
- 11.3 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 as a result of such strike, lockout or labour trouble.
- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorized representatives.
- 11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Service/solution envisaged under this Agreement.
- 11.13 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
 - (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such fax or e-mail.

In the case of SriLankan Airlines to — SriLankan Airlines Limited Bandaranaike International Airport, Katunayake Sri Lanka Fax : E-mail: Attention:
In the case of the Contractor to –

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 in:

For and on behalf of SRILANKAN AIRLINES LIMITED	For and on behalf of		
Name: Designation:	Name: Designation:		
Witness:	Witness:		
Name: Designation:	Name: Designation:		

IMPORTANT

All Bidders should confirm the intention to submit a Bid by forwarding the duly completed Bid Acknowledgement form given below, 14 working days prior to the Bid closing date.

RECEIPT OF THE BID DOCUMENTS

Receipt of your bid invitation document no. CF11/1Cb 18/2020 is neverly acknowledged				
Ш	may expect to receive our proposal on or before			
• • • • • • • • • • • • • • • • • • • •				
	do not intend to bid because			
Signed	:			
Title	:			
Company	:			
Date	:			

ANNEXTURE H - Vendor Information Form

Section	n A - Basic information of the vendor	
1.	Registered Name of the Vendor :	
2.	Date of Incorporation:	
3.	Country of Incorporation:	
4.	Nature of business :	5. Company type :
6.	Telephone & Fax numbers :	7. E-mail address :
	Tel: Fax:	
8.	Registered address :	
9.	Other contact details (if any):	
10.	Registered Name and address of the agent	(if any)

1.	Name(s) of Directors	
2.	Name(s) of Shareholders	
3.	If the Shareholders are incorporated entities,	
	please state the	
	shareholders of such entities	
4	If the Cherchelders are	
4.	If the Shareholders are equity funds, please state	
	the owners of such funds	
5.	Name (s) of Directors of	
	Parent/Subsidiary who are also Directors of SriLankan	
	Airlines	
,	Nome (a) of Directors of	
Ο.	Name(s) of Directors of Parent/Subsidiary who are	
	also Employees of SriLankan Airlines	
7.	Names of Close Family	
	Members who are either Directors/Employees of	

*Please note that the copies of passports and proof of residence of the above mentioned Shareholders / Directors / Owners of funds shall be submitted by the vendor upon the request of SriLankan Airlines.

As the authorized representative of	f [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 t	hat the bid of[name of the Vendor]
submitted herewith shall be rejected	ed in the event all or any of the information submitted above is found
to be incorrect.	
Dataila af	n sham.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

suppoi	n C - <i>Business verification : Duly signed a</i> rted by the following documents Tick the appropriate boxes	nd st	amped copy of above document to be
	A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company		A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
	A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors		For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
			Audited financial statements of the vendor Company for the last three years
	For partnerships and sole proprietorships, certificate of business registration		Others (specify)