INVITATION FOR BIDS FOR
THE PROCUREMENT OF
A FULLY AUTOMATED SYSTEM TO HANDLE HOLIDAY PACKAGES
AT SRILANKAN AIRLINES

REFERENCE NO: CPIT/ICB-06/2018

SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (IT)
AIRLINE CENTRE
BANDARANAIKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA

Section I. Instructions to Bidders (ITS)

A:General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a bids for the supply of Service/solution as specified in Section III - Schedule of Requirements for use at SriLankan Airlines Ltd for the use within the Bandaranaike International Airport premises. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a bids.
B:Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below. • Section I. Instructions to Bidders • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Bids Submission Form • Section V. General Conditions • Annexure A : Technical/General Specifications & Compliance form • Annexure B : Price format • Annexure C : Bid Security Declaration Form • Annexure D : Performance Security Form / Bank Guarantee Form • Annexure E : Clientele Information Form • Annexure F : Sample Contract Agreement
C: Preparation of Bids	
3. Documents Comprising your Bid	3.1 The document shall comprise the following: • Sections IV - Bids Submission Form. • Annexure A : Technical/General Specifications & Compliance form • Annexure B : Price Schedule Form • Annexure C : Bid Security Declaration Form • Annexure D : Performance Security Form • Annexure E : Clientele Information Form • Annexure F : Reviewed Sample Contract Agreement by contractor
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 ITS 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 foreign currency or in Sri Lankan Rupees.
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.
	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 1TS Sub-Clause 8.2 or
	(b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TS Sub-Clause 15.3
	(c) If the successful Bidder fails to :
	i) Sign the contract in accordance security with 1TS Sub-Clause 23.3;
	(ii) Furnish a performance Security in accordance with 1TS 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.
	11.2 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows. **"Bid for the Procurement of a Fully Automated System to Handle Holiday Packages at SriLankan Airlines (CPIT/ICB-06/2018)"**
	11.3 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.
	11.4 Completed **Technical (un-priced) and Financial** proposal should be submitted in **two separate sealed envelopes** with the tender reference no. CPIT/ICB-06/2018 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. Also a soft copy of the Technical proposal including all brochures & supporting documents should be submitted in the form of a CD/DVD/Pen Drive, along with the printed Technical proposal.
12. Deadline for Submission of Bids	12.1 Bids 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: Evaluation 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.Clarifications	16.1 To assist in the examination, evaluation and comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bids. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the Purchaser shall not be considered.
	16.2The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS.
17.Responsiveness of Bids	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 issued, it may be rejected by the Purchaser.

18. Evaluation and Comparison of bids	18.1 The following factors & methodology will be used for evaluation. Minimum Eligibility Criteria I. The bidder should have a minimum of 03 reputed customer implementation sites in relation to automated systems for hosting of Holiday Packages & at least 01 customer should be from the Airline industry II. Compliance with ISO/IEC 27001:2013, PCI DSS, Data retention policies, GDPR and other applicable legislative and regulatory requirement Evaluation Criteria The proposed service/solution will be subjected to a Technical Committee evaluation based on the following criteria: I. Total final cost of the project for 5 years II. Credit terms better than specified III. Compliance for all requirements under Annexure A IV. Implementation lead time 05 months or better V. Customer feedback in relation to 2 on-going customers on similar system implemented at enterprise level VI. Full Clientele of the local partner and the principle solution provider in the field of Holiday Packages deployed during past 3 years VII. On-site demonstration & site visits to verify specifications & performance. VIII. Solution with user friendly features IX. Technical competencies of the staff supporting the system and availability of the required equipment and facilities for 5 years X. Integration with existing airline systems (Ex: Amadeus) already deployed at SriLankan Airlines XI. The proposed solution should have the ability to provide ground inventory (hotel, transfers, excursions, tour packages)
19. Training and Development	19.1 Comprehensive user training for 10 staff on the proposed solution free of charge. Training plan should be provided for the proposed system during the cutover and a subsequent refresher training plan also should be provided for 05 years. System vendor should have qualified trainers to train the staff members.
20. Financial Capability	20.1 The bidder shall furnish documentary evidence that it meets the following 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	23.1 The 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.
24. Performance Security	24.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser the successful bidder shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D. 24.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the purchaser valid over the warrantee period offered by the purchaser. 24.3 Failure of the successful bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event the purchaser may award the contract to the next lowest evaluated bidder, whose offers is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactory.

Section II: Data Sheet

ITS Clause Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake
7.1	Proprietor's authorizations 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 Bids is :
	
	Attention : Dehan de Silva
	
	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 19th November 2018, 01.00 p.m. Sri Lankan time (GMT +5:30 Time Zone)

15.2	For **Clarification of bid purposes** only, SriLankan Airlines' address is:
	Attention: Chamudi Mallawaarachchi
	Address: SriLankan Airlines Limited,
	        Commercial Procurement Department (IT),
	        Airline Centre, Bandaranaike International Airport,
	Katunayake , Sri Lanka
	Telephone: +94 (0) 19733 2777
	Facsimile number: +94(0) 197335218
	Electronic mail address: Chamudi.Mallawarachchi@srilankan.com

Section III – Schedule of Requirements

Procurement of Fully Automated System to Handle Holiday Packages at SriLankan Airlines – the system to be hosted at vendor location

Line Item #	Description of Service/solution	Quantity	Unit of Measurement	Final Destination	Delivery Date
	Provisioning & implementation of an organized, cohesive and functional fully automated online booking system to handle Holidays Packages with the requirements indicated in annexure A. The product should include product customization, integration with existing IT systems at SriLankan, Comprehensive backend infrastructure to support Holiday creation, monitoring of the bookings and detailed report generation and dashboards with 24/7 support services.	01	Each	IT Division of SriLankan Airlines	Based on the project implementation time lines

Note:
SriLankan Airlines should have the right to terminate the Contract after the 1st year by giving the vendor 01 month notice.

Section IV - Bid Submission Form

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

Date:

To: SriLankan 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 project cost for 5 year is …………………………. (Please insert the total cost in word & figures)

(d)   We understand that SriLankan Airlines has the right to terminate the contract after the 1st year by giving the vendor 1 month's notice.

(e)   Our bid shall be valid for the time specified in ITS 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 evaluated 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. The bidder should arrange product demonstrations at SriLankan Airlines premises at the bid evaluation stage. All applicable expenses including airfare should be borne by the bidder.

III. 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 excluding airfare (airfare means- SriLankan Airlines' destinations only) shall be borne by the bidder.

IV. All on-site & off-site expenses including incidental expenses related to the project implementation, maintenance &support etc. within the 5 year contract period, excluding Airfare (airfare means- SriLankan Airlines' destinations only) should be borne by the bidder. Please indicate the number of Air Tickets (airfare means- SriLankan Airlines' destinations only) required for each stage of the project.

V. If accepted, it is mandatory that the bidder signs the Contract Agreement – Annexure F.

VI. 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.

VII. Upon delivery and/ or completion of installation of the system/solution, SriLankan Airlines shall perform User Acceptance Tests (UAT) to determine that the service/solution is operating in conformance with SriLankan Airlines 's published performance specifications for the service/solution and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.

VIII. 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.

IX. 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.

X. Advance payment is not acceptable. 30 days credit from the date of commissioning and acceptance by UL is required.

XI. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	Liquidated damages shall be determined by the SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.
Non-compliance or Breach of Agreement	

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines shall have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under this Agreement.

ANNEXURE A - Technical/General Specifications & Compliance Sheet

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

1.   INTRODUCTION AND EXECUTIVE SUMMARY

SriLankan Holidays intends to serve its worldwide passengers through its booking engine which is available online. Presently the SriLankan Holidays has a booking engine which caters fixed packages, dynamic packages and shopping cart module.

The primary business objective of the booking engine is to serve SriLankan Holidays passengers with superior packages, and to provide an enhanced user experience. SriLankan Holidays expect the system vendor's expertise to implement an organized, cohesive and functional online booking system.

System vendor is expected to deploy advanced technologies in the fields of Telecommunication, Data Communication, and services. Also the system vendor should be able to use the modern day social media communication channels to communicate to the passenger effectively as relevant for an Airline Holiday arm.

In order to serve the global customer base and to cater to the future destinations the airline will operate, the booking engine should support multiple languages.

Due to the business critical nature of the services, the system vendor is expected to provide un-interrupted services through adequate resiliencies built in to the system including disaster recovery services, backup systems, etc.

In order to maintain high quality of services and passenger experience, the system vendor is expected to have adequate monitoring functions, booking statistics, CRM functions and other relevant management reporting.

2.   Company Background

SriLankan Airlines, part of Oneworld Alliance, the National carrier of Sri Lanka, is an award winning carrier with a firm reputation as a global leader in service, comfort, safety, reliability and punctuality. Launched in 1979, SriLankan is currently expanding and further diversifying its wide range of products and services in order to drive the country's on-going boom in tourism and economic development.

The airline's hub is located at Bandaranaike International Airport in Colombo providing convenient connections to its global network (including codeshare partners) of 105 destinations in 47 countries.

The fleet managed by SriLankan engineering currently consists of Airbus families 330, 320, 321, Neo and the total number adds up to 25.

SriLankan Airlines joined Oneworld Alliance in May 2014. Joining Oneworld has helped SriLankan to expand its destination network with a global reach.

SriLankan Holidays online portal was implemented in 2012 with the objective of reaching out to end passengers.

3. Scope of the RFP

The scope of this RFP is to select a vendor to provide, implement an organized, cohesive and functional online booking system for SriLankan Holidays complying with the requirements indicated in this RFP.

The online booking engine should be integrated with SriLankan's existing IT systems and 3rd party providers to enable the passengers to easily compare holiday packages and take them through a user friendly booking process. The proposed system should have a comprehensive back end to support package creation, monitoring of the bookings and detailed report generation with dashboards.

4. Detailed Technical Specifications

4.1 Business Requirements

The SriLankan Holidays System Provider must, at a minimum, satisfy the following business requirements;

4.1.1 Provide a reliable platform for SriLankan Holidays system with 24/7 support and compatibility with different browser versions of all device categories and quick adaptability to new browser versions to come in future without any business impact.

4.1.2 Must utilize processes that are compliant with all legal, privacy (PCI DSS) and data retention requirements in the various jurisdictions involved

4.1.3 Meeting with the international data protection act and member information privacy.

4.1.4 Facilitate integration with the existing IT systems and 3rd party providers with a minimum time ensuring that there is no business impact. Experience in managing projects in the Airline sector is a key requirement.

4.2 Operational Requirements

4.2.1 Packages and Reservations

4.2.1.1 The system should be able to support FITs and Group Bookings in the form of   flight + hotel, fixed packages, shopping cart with or without airfare (hotel only, excursions only, ground packages, transfers, car rentals)

4.2.1.2 The system should support destinations where SriLankan does not have direct flights to. E.g. through code share, oneworld alliance, Special Prorate Agreements.

4.2.1.3 The system should have the ability to support multiple destinations e.g. CMB-SIN-KUL-CMB

4.2.1.4 the same hotel/ package could be given by different suppliers and for the packages the cheapest should be picked up and also should display the most popular hotels/activities among the others who book for the same origin to destination

4.2.1.5 the system vendor to provide ground (hotel, transfers, excursions, tour packages) inventory

4.2.1.6 The system should support internal contracts when Airline gets into agreement with the suppliers & Make necessary deep linking facilities and API support available so that SriLankan Airlines can integrate SriLankan Holidays system with business partners to generate more revenue

4.2.1.7 A comprehensive filtering mechanism for the passenger to pick the most suitable hotel/ package, activities e.g. based on the star category (including boutique hotels), nearby attractions, reviews (Ex: TripAdvisor), price, flight connection, location integrated with google maps, past booking patterns.

Option to show both cheapest and most popular packages, hotels, and activities during the booking process based on the markets/origin/destination/previous selections.

4.2.1.8 The option of selling directly B2B and B2C and provide transaction settlement options. System should be given to overseas stations, travel agents, call centre to do bookings direct and it should support the airline standard EMD process.

4.2.1.9 The booking value should be shown based on the point of origin currency and a currency converter should be available for the passenger to view the booking value in his preferred currency.

4.2.1.10 A booking timer should be available to notify the passenger of the time taken for the booking

4.2.1.11 Facilitate upsell and cross sell within the booking process and promote other ancillary products

4.2.1.12 The frequent flyer details should be captured at the time of booking and booking should be updated with same. The miles redemption option should also be available.

4.2.1.13 At the time of entering data repetitions should be avoided/ Ensure device friendly interfaces are provided for the end customer in a highly user friendly manner adhering latest UI/UX guidelines/best practices

4.2.1.14 Support for customer profiling through the CRM solution at UL and personalization based on previous visits and preferences

4.2.1.15 online help/ chat facilities to be supported and control has to be there to enable them marketwise

4.2.1.16 Facilitate proper integration with social media platforms (E.g. Facebook, Twitter and Instagram) & other RSS Feeds

4.2.1.17 Language support for Chinese(both simplified and traditional), Japanese, French, German, Russian, Thai, Arabic and other languages SriLankan Airlines main website has already implemented

4.2.1.18 The system should be mobile compatible and a mobile app should also be available. The possibilities of integrating with the SriLankan Mobile App.

4.2.1.19 The ability to integrate with directly GDSs as opposed to host reservation system to get the air fare.

4.2.1.20 Online support 24/7 for any system related issues.

4.2.1.21 Actionable insights on bookings to be provided through analytics reports and support for business intelligence tools

4.2.1.22 The system should support different taxes, financial, legal process in different markets

4.2.1.23 The capability to integrate with an industry standard fraud detection system.

4.2.1.24 Facilitate customization of popups(not in new windows) when people leave the website so that we can collect their contact details for remarketing purposes

4.2.1.25 Support for promo codes to do special promotions and do targeted campaigns to close user groups (Ex: corporates, High values frequent flyers, etc.). The segmentation will be done though the UL CRM system

4.2.1.26 Send SMS/Email alerts to given mobile numbers/emails of operational staff whenever there is any technical issue for the passenger(Ex: When booking confirmation or ticket issuance fails after making the payment, when payment is failed after trying x number of times, when an error is thrown, etc.)

4.2.2 Backend Operation

4.2.2.1 The ability to create packages for different itineraries and it should support entering of different rates for the same hotel. The company wide currency exchange rates should be updated in the system.

4.2.2.2 Images should be updated to tour itineraries without any capacity limitations

4.2.2.3 Customizable templates should be available for emails, error messages, vouchers and receipts, tour itineraries etc

4.2.2.4 The flexibility should be there to set up mark ups based on markets, O&D, RBD wise, packages, supplier wise, based on sales channel etc

4.2.2.5 The ability to accommodate B2B and B2C bookings including travel agents, corporates

4.2.2.6 Alerts when there are booking failures or any abnormalities in system behavior

4.2.2.7 Customizable banners/promotional areas during the booking process including booking confirmation page and email supporting dynamic content/integrations

4.2.3 System Integration

The system should be integrated with key systems such as the reservation, loyalty, CRM, schedules planning etc some hosted outside the company and some systems deployed within the company.
When integrating with 3rd party applications mentioned above, the system shall comply with PCI-DSS standards with the minimum compliance to TLS version 1.2.

4.2.4 Credit Card Sales

4.2.4.1 System support must be available for credit card sales including Integration with booking engine and the payment gateway (IPG). System to automatically retry authorising payments whenever payments fails due to technical reasons

4.2.4.2 The System Vendor must be able to maintain the confidentiality of a customer's credit card information, the system vendor must be PCI DSS compliant.

4.2.4.3 The vendor needs to support multiple payment gateways and the ability to integrate with a fraud management system

4.2.4.4 The booking engine should support different credit card types (Master/Visa/CUP/Discover/Amex etc.). The credit card payments should be validated.

4.2.4.5 The booking engine should support different currencies (Main currencies – LKR/USD/EUR/SGD/GBP/JPY/INR/CNY/CHF/AUD etc. – 40 frequent currencies and 204 other currencies)

4.2.5 Non Credit Card Sales

The selected party should have the know-how to work with EMDs and other Airline payment methods.

Facilitate different payment platforms in different countries including online bank transfers, pay pal, etc. and also to hold the booking for specified number of hours/days before making the payment (book now pay later), etc.

4.2.6 Reporting

The system vendor should be able to provide the following reports;

4.2.6.1 Sales report with filtering facilities by selected fields and dates. Should facilitate identifying most sold packages, hotels, activities separately

4.2.6.2 Error report

4.2.6.3 Payment failures

4.2.6.4 Dashboard with bookings and the trends for higher management

4.2.6.5 Reporting module where we can drill down by sector, package, date, success/ failure of the bookings

4.2.6.6 Passenger booking flow to see where we have lost the passenger

4.2.6.7 Reconciliation reports

4.2.6.8 Audit reports

4.2.6.9 Ability to provide customized reports

4.2.6.10 Consolidated Sales report

4.2.6.11 Comprehensive reporting module to have customized reports

4.3 Service requirements

4.3.1 Support Services

4.3.1.1 Online & Remote Support procedures for 24 X 7 to be clearly defined to enable a smooth work flow and reduce operational problems which could cause in case of time zone differences

   i.   Provide a TEST setup similar to 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.

   ii. All new releases of the system or modifications to be tested in the TEST environment before enabling to the users.

   iii. Availability of the system to be 99.98%.

   b. 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.
       i. Availability = (Total Time in Period –scheduled Downtime) X 100
              a. Total Time in period

       ii. Standard reports online & incident reports to be provided.

       iii. More resilience in terms of a dedicated server and fall-back solution is required to support the business operation and requirements

       iv. Service levels to be defined as Critical, High, Low & Cosmetic and escalation procedures to be included as given below.

4.3.1.2 Level 1– Critical- Complete service outage preventing use of the application

4.3.1.3 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.

4.3.1.4 Level 3. –Low-Partial failure affecting the use of the product such as Transaction failures/aborts or major validation errors.

4.3.1.5 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
4.3.1.6	Critical priority	Immediate	2 hrs
4.3.1.7	High priority	30 minutes	6 hrs
4.3.1.8	Low priority	4 hrs	24 hrs
4.3.1.9	Cosmetic priority	72 hrs	5 days

Fault Escalation Procedures to be followed as given below

Severity level	Vendor -Escalation Problem unresolved	Client Update Service Desk
4.3.1.10 Critical priority	Support Engineer (3 hrs)	Every 1 hr
4.3.1.11 High priority	Support Engineer (4 hrs)	Every 6 hrs or as necessary
4.3.1.12 Low priority	None	Every 24 hrs or as necessary
4.3.1.13 Cosmetic priority	None	14 days

    a. A comprehensive Service credit scheme to be proposed for not being able to meet each agreed SLAs.

4.3.2 Monitored Support

4.3.2.2 Monitored support from Monday – Sunday: 24 hours per day, 7 days per week.

4.3.2.3 Following a system failure of Critical severity, an engineer will be notified via automated messaging to perform remote diagnostic immediately and commence resolution of the fault

4.3.2.4 Vendor shall provide 24X7 proactive Service monitoring mechanisms as applicable by the solution deployment option. The purpose of this is to make the users aware any detectable service degradation and outages in advance.

4.3.2.5 Annual and Monthly service level report to be sent along with incidents and reasons for any service level deviations against the agreed SLA. This report to be available to customer for the given month no later than the 10th business day of following month.

4.3.3 Change Management Procedures

4.3.3.2 Proper Change Management Procedures to be in place for future modifications or enhancements.

4.3.3.3 SriLankan shall request modifications to system via the Change Request through authorized person. A well-documented CR shall be drafted and forward to us with the effort and the deliverables with target dates.

4.3.4 Unplanned Outage

System vendor shall contact SriLankan IT Service Desk and inform any emergency and unplanned service outages and incidents as per the pre notification period.

4.3.5 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.
System vendor shall propose and maintain a suitable data and system backup mechanism as applicable to ensure a required data and system backups are maintained for the recovery of system in the incident of total or partial crash of the system within agreed time frame.

4.3.6 Data Protection

The system vendor needs to have the following requirements satisfied;

4.3.6.2 Need to sign an NDA with SriLankan on data protection and the confidentiality
4.3.6.3 In case a third party involved it should cover the all data confidentiality bound by the signed agreement
4.3.6.4 Compel to adhere to the data protection act governed by European Union, US law etc.
4.3.6.5 Have a regular data back up on emails/ shared information.
4.3.6.6 Review the back up regularly.
4.3.6.7 Provide the backup data to UL IT systems in readable electronic format
4.3.6.8 Migrate existing data to their systems with assistance to the current provider
4.3.6.9 Carry out data reformatting, transformation and data cleansing during data migration
4.3.6.10   Carry out initial parameter settings, table settings for complete functionality of system as per business output of SriLankan.

4.4 Training and Development

A comprehensive training plan should be provided for the systems during the cutover and subsequent refresher training plan should also be shared.
System vendor should have qualified trainers to train the staff members.

4.5 Technical requirements

Vendor should provide details of hosted infrastructure related to hosting of the system outside SriLankan Airlines premises.

5.   CONTRACT TERMS AND CONDITIONS

5.1 Period of Contract

The contractual period will be 5 years. (This will be decided at the contract negotiation period) The contractual period may be extended subject to an extension of 6 months at a time. However, there is no binding on the SriLankan Airlines to necessarily extend the contract with the selected system vendor.

In case, during reviews of the performance of SriLankan Holidays System by SriLankan Airlines before expiry of Contract, SriLankan Airlines decides to terminate the relationship on any count, and may do so by giving a notice for a period of 6 months to the system vendor. In this case, the system vendor would need to ensure smooth transition to the new system vendor and will be bound by the contract to stay at the same rates until SriLankan Airlines deems complete transition even if takes more than 12 months. In case the system vendor decides to terminate the relationship with SriLankan Airlines, they will have to give a minimum notice for a period of 9 months to SriLankan Airlines.

Also, in both cases, the system vendor shall be contractually bound to stay on at same rates until smooth transition to a new system vendor is achieved.

All other terms and conditions will be discussed in contract negotiation

5.2 Operational Conditions

5.2.1 The system vendor will comply with all applicable policies of SriLankan Airlines, including but not limited to SriLankan Airlines Privacy Policy, Information Security Policy.

5.2.2 System vendor shall comply with ISO/IEC 27001:2013, PCI DSS, Data retention policies and other applicable legislative and regulatory requirements.

5.2.3 System vendor shall comply with SriLankan Airlines Information Security Policies and Procedures. A checklist to reflect these requirements are annexed herewith.

6. COMPLIANCE SHEET

6.1 On the Company Background

The compliance sheet should be submitted strictly going by the numbering given under Clause 4 of Annexure A attached. Detailed Technical Specifications on each point could be linked to any other document if required specifying the related number.
Ex:
6.1.1 Provide the Organization Profile with Financial Performance, Scale of the company etc.-Refer attachment ……
6.1.2 Relevant Experience- Evaluation of experience of managing projects in airline sector- Refer attachment ………
6.1.3 References - Refer attachment ………
6.1.4 Any value additions provided in the solution - Refer attachment ………

6.2 Compliance to the Requirements

Mention the compliance and supporting information wherever possible to the Business/Operational/Technical/Service requirements specified in section 4 going by each subsection. Follow the below format.

S / No	Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
4.1					
4.1.1					
4.1.2					
4.1.3…..					
4.2					
4.2.1					
4.2.1.1					
4.2.1.2					
4.2.1.3……					
4.2.2…..					
4.2.3……					
4.3					
4.3.1…….					
4.3.2					

6.2 Proposed deviations to Terms and Conditions

Highlight if any Term or Condition mentioned in section 5 cannot be met by the system vendor giving reasons why. Please submit a draft contract with Terms and Conditions of the system vendor.

6.3 Project Implementation Plan

Please provide the following;
6.4.1 Project Implementation Timelines
6.4.2 Deliverables
6.4.3 Dependencies and Risk Mitigation Strategies
6.4.4 Transition Plan
6.4.5 Data Transfer Plan
6.4.6 Approach for Testing
6.4.7 Approach for Integrating with other existing applications
6.4.8 Training Plan

7. RFP Evaluation Process

Responses from system vendors will be evaluated in 2 stages, sequentially, as below:

1. Stage A - Technical Evaluation
2. Stage B - Commercial Evaluation

The two stage evaluation shall be done sequentially on a knock-out basis. This implies that those system vendor qualifying in Stage A will only be considered for Stage B. SriLankan Airlines also reserves the right to reject any proposal without providing any specific reasons. All deliberations and evaluations performed by SriLankan Airlines will be strictly confidential and will be maintained as property of SriLankan Airlines exclusively and will not be available for discussion to any system vendor.

8. APPENDIX I – Compliance form for Standard Security and Other Requirements

8.1. Standard security and other requirements for Bid, Contract/ Agreement

#	Information Security Checklist	Compliance	Remarks
A	**Authentication & Password Compliance**		
1	Role Based Access & Workflow Approvals (Segregation of Duties)	YES/NO/NA	
2	Active Directory (AD) Integrated (If **Yes**, please proceed to A-7)	YES/NO/NA	
3	Password age – 60 Days	YES/NO/NA	
4	Minimum password length – 8 Characters	YES/NO/NA	
5	Password change at initial login	YES/NO/NA	
6	Password Complexity	YES/NO/NA	
6.1	At least one 'UPPERCASE' character	YES/NO/NA	
6.2	At least one 'lowercase' character	YES/NO/NA	
6.3	Mixture of numbers and/or symbols	YES/NO/NA	
6.4	Account Lockout	YES/NO/NA	
6.5	Lockout after 5 unsuccessful attempts	YES/NO/NA	
6.6	30 minutes lockout duration	YES/NO/NA	
6.7	Password History – 8 Passwords	YES/NO/NA	
6.8	Availability of multiple-factor authentication (If Yes, please provide information in remarks)	YES/NO/NA	
6.9	Transfers authentication information through secure protocols (If Yes, please provide information in remarks)	YES/NO/NA	
6.10	Ability to display the time and date of last successful login, and any failed login attempts to user	YES/NO/NA	
7	Vendor shall support integration of solution with Microsoft Identity Manager for Identity & Access Management	YES/NO/NA	
B	**Backups**		
8	Scheduled configuration backups	YES/NO/NA	
9	Scheduled data backups	YES/NO/NA	
10	Backup retention period:	YES/NO/NA	
10.1	Financial data : for 10 years	YES/NO/NA	

10.2	Other data: 2 years minimum	YES/NO/NA	
C	**Audit & Event Logs** (for all user activities, including administrative and privileged user activities, and system configuration changes)		
11	Application Audit Logs (including transaction logs)	YES/NO/NA	
12	Database Level Audit Logs	YES/NO/NA	
13	OS Level Audit Logs	YES/NO/NA	
14	Event Logs (including successful/unsuccessful login attempts)	YES/NO/NA	
15	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)	YES/NO/NA	
D	**Encryption**		
16	256 bit key encryption for data at rest and in transit.	YES/NO/NA	
17	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures) (If Yes, please provide information in remarks)	YES/NO/NA	
E	**Data Validation**		
18	Input & Output Data Validation	YES/NO/NA	
F	**Connectivity and Access Control**		
19	Web applications enabled with TLS 1.2 certificates	YES/NO/NA	
20	Remote diagnostic and configuration port should be protected.	YES/NO/NA	
21	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console) (If Yes, please provide information in remarks)	YES/NO/NA	
22	Ability to configure a Log-on banner	YES/NO/NA	
G	**Dependent Systems and Services** (if yes, please provide information on systems/services/ports in remarks)		
23	Solution necessitates dependent systems & services	YES/NO/NA	
H	**Vulnerability Assessment**		
24	SriLankan Airlines will perform Vulnerability Scans at least annually and findings will be notified to vendor. If any vulnerability is found, vendor shall agree to apply security patches in mutually agreed timeline.	YES/NO/NA	
I	**Service Continuity**		

25	Availability - 99.95%	YES/NO/NA	
26	Recovery Time Objective - 1 hour	YES/NO/NA	
27	Recovery Point Objective - 1 hour	YES/NO/NA	
28	Vendor agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.	YES/NO/NA	
29	Signed Service Level Agreement including, and not limited to,	YES/NO/NA	
29.1	Reflect Service Continuity objectives set forth above I-25 to I-27	YES/NO/NA	
29.2	Defined Response Times and Resolution Times based on defined priorities	YES/NO/NA	
29.3	Periodic service review meetings between SriLankan Airlines and the vendor	YES/NO/NA	
29.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement	YES/NO/NA	
29.5	Information about the licensing arrangements (for dependents systems/services), code ownership and intellectual property rights related to the vendor's products/ services	YES/NO/NA	
29.6	Service Credits for failing to meet performance of services under the Service Level Agreement	YES/NO/NA	
J	**Right to Audit & Monitor**		
30	Vendor/Service Provider agree that performance of the Services will be subject to monitoring by SriLankan Airlines.	YES/NO/NA	
31	Vendor/Service Provider agree 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 vendor/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.	YES/NO/NA	

32	If Vendor/Service Provider obtains third party services by means of outsourcing or sub-contract, Vendor/Service Provider 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 J-31 & J-32 above.	YES/NO/NA	
K	**Licensing Requirements**		
33	Does the solution necessitate additional licenses for third party components/services? (If Yes, please provide information in remarks)	YES/NO/NA	
34	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)	YES/NO/NA	
L	**Legislative, Standards & Regulatory Compliance**		
35	Proposed solution and service provider is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').	YES/NO/NA	
36	Vendor agrees to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines	YES/NO/NA	
37	Information shared or services obtained as part of SriLankan Airlines engagement with vendor will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing a Reciprocal Information Security Schedule which will become an integral part of the Service Agreement(s).	YES/NO/NA	

ANNEXURE B: Price Schedule Form
Procurement of Fully Automated System to Handle Holiday Packages at SriLankan Airlines – the system to be hosted at the vendor location for 5 years

Name of the Bidder   : ………………………………………………………………………………………..

Name of the Principal   : ………………………………………………………………………………………..

Name of the Manufacturer   : ………………………………………………………………………………………..

Line Item Nº	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annex A				
2	Implementation cost (if applicable)				
3	Acquisition cost (if applicable)				
4	License cost (if applicable)				
5	Integration cost with other systems (If relevant)				
6	Project management cost				
7	Scoping study (if applicable)				
8	Product Customization (if applicable)				
9	Data migration				
10	Training				
11	Hardware cost (If applicable)				
12	Any other requirements - Please specify				
	Total one time cost for 5 years				
	Variable/Recurrent charges				
13	System usage fee (if applicable)				
14	Hosting charges (if applicable)				
15	Communication charges (if relevant)				
16	Any other requirements - Please specify				
17	Support & Maintenance cost for 01st year				

18	Maintenance & Support Cost for 2nd year (if applicable)				
19	Maintenance & Support Cost for 3rd year (if applicable)				
20	Maintenance & Support Cost for 4thyear (if applicable)				
21	Maintenance & Support Cost for 5thyear (if applicable)				
	Total variable recurrent cost for 5 years				
	All-inclusive total project cost for 5 years				

N.B: Also the bidders may propose a cost model on a profit sharing mechanism together with any implementation cost.

SriLankan Airlines will have the option to terminate the contract for convenience at any point by giving 01 month's notice. Bidders are requested to state the premature termination cost in case SriLankan Airlines opts to terminate the contract prior to 5 year contract period. Please quote your rates on the following basis,

	Description	Cost
a)	Cost related to premature termination at the end of 1st year	
b)	Cost related to premature termination at the end of 2nd year	
c)	Cost related to premature termination at the end of 3rd year	
d)	Cost related to premature termination at the end of 4th year	

The proposals with attractive premature termination charges will be also considered at the final evaluation.

Payment terms: Please confirm
        a) **Total one time cost & other related charges – On successful User Acceptance Testing (UAT) & project go-live**
        b) **Variable/recurrent charges & maintenance and support: Quarterly in arrears over the 5 year period**

Advance payment is **not** acceptable. 30 days credit from the date of invoice
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)

Bid Validity:………………………………………

Bid Security: Yes/ No

Acceptance on 10% performance security:……………………………………………………………………

Implementation lead time: …………………………………………………………………………………………..

Available locations for inspection of the proposed solution/service - …………………………………………………………………………………

Method of payment　　　:

Bank details　　　　　　:

Head Office　　　　　　　:

Account Name　　　　　　:

Period of Agreement　　:　　　__ years commencing from ___ until ___
　　　　　　　　　　　　　　　Price shall be fixed for the Term of the Agreement

………………………………….. *[signature of person signing the Bid]*
………………………………...*[designation of person signing the Bid with frank]*
Date : ……………………… *[insert date]*

ANNEXURE C: Bid Security Declaration form

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL & SUBMIT THIS FORM YOUR BID WILL BE REJECTED.

[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 number]
*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 any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Commission of Sri Lanka, for the period of time of three years 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 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]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
--------------[insert the issuing agency's name, and address of issuing branch or office]------------

Beneficiary : SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
Date : ------------[insert (by issuing agency) date]

ANNEXURE D : Performance Security

[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 the ---------------Supply of ---------------------[name of contract and brief description] (hereinafter called "the Contract").

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

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

 This guarantee shall expire, no later than the --- day of ----,20..[insert date,28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

_____
[signature(s)]

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 theusers of the **same service/solution proposed** to SriLankan Airlines.
In addition to above information please provide your clientele of **other** systems/solutions implemented.

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

The Agreement for Provision of service/solution (hereinafter referred to as "Agreement") is made and entered into on this ____ day of _____

Between;

SRILANKAN AIRLINES LIMITED a company incorporated in Sri Lanka (Company Registration PB 67) and having its registered office at "Airline Centre", Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter called and referred to as **"SriLankan Airlines"** which term or expression shall where the context so requires or admits mean and include the said **SriLankan Airlines Limited**, its successors, assignees and representatives) of the **One Part;**

And

_____ a company incorporated in _____ (Company Registration No. _____) and having its registered office at _____ (hereinafter called and referred to as the **"Contractor"** which term or expression shall where the context so requires or admits mean and include the said _____ its successors, assignees and representatives) of the **Other Part.**

WHEREAS SriLankan Airlines is desirous of procuring _____ (hereinafter referred to as "service/solution ") as per the specifications and estimated quantities provided in Schedules attached herewith to the Agreement.

WHEREAS the Contractor is engaged in supply of _____ and desirous of supplying the Service/solution to SriLankan Airlines on a non-exclusive basis according to the specifications and estimated quantities mentioned herein and communicated by SriLankan Airlines from time to time in the future;

WHEREAS the Contractor has expressed its offer to provide SriLankan Airlines with the service/solution according to the terms and conditions provided herein and which offer has been accepted by SriLankan Airlines;

WHEREAS prior to the said offer and the execution of the Agreement, the Contractor has been apprised of the requirements and specification required by SriLankan Airlines for the supply and delivery of service/solution and to all other matters which might have influenced the Contractor in making its bids and has agreed to supply and deliver the Service/solution to SriLankan Airlines pursuant to the said requirements and specifications set forth in the Invitation for Bids document;
WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Service/solution according to the terms and conditions provided herein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.   **OBLIGATIONS OF THE CONTRACTOR:**

1.1   The Contractor 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 A (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 A;
      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 BThe 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 2 years from the date mentioned in the Commissioning and Acceptance Form in Annex C 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 C.

2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractoras 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 theService/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. INVOICING & PAYMENT:

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 3.5, 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 C . 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 3.3 hereof. The Parties shall endeavour 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: swarna.liyanage@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 wilful 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, agents 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 wilful misconduct.

5. **INSURANCE:**

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 despatch.

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.

10.3 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 authorised 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 authorised 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 authorised 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 despatch of such fax or e-mail.

In the case of SriLankan Airlines to –
SriLankan Airlines Limited
Commercial Procurement,
Bandaranaike International Airport,
Katunayake
Sri Lanka
Fax   : 01 9733 5218
E-mail: sarath.jayathunga@srilankan.com /Chamudi.Mallawarachchi@srilankan.com
Attention: Mr Sarath Jayathunga/ Ms Chamudi Mallawaarachchi

In the case of the Contractor to -

IN WITNESS WHEREOF the parties hereto have caused their authorised 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   For and on behalf of
SRILANKAN AIRLINES LIMITED

_____   _____
Name: Name:
Designation: Designation:

_____   _____

Witness: Witness:

Name: Name:
Designation: Designation:

SCHEDULE A

1.   **Preliminary:**

        1.1   The specifications of Solution& service shall be deemed to form and be read and construed as an integral part of the Agreement.

        1.2   If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Solution/service, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.

        1.3   Please refer **Annex A** attached for Specifications of the Fully Automated System to Handle Holiday Packages

2.   **Time Schedule:**

        2.1   The Contractor shall upon receipt of the Purchase Order successfully complete the implementation of the Solution/service to the locations specified in Schedule B according to the deadline given in Annex B as set forth under the Purchase Agreement, Purchase Order in accordance to the terms and conditions of the Agreement.

SCHEDULE B

(LOCATIONS)

1.   **Locations:**

The Contractor shall supply and deliver the Solution/service to SriLankan IT Systems, SriLankan Airlines Ltd, Information Technology, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.

2.   **Access to Locations:**

2.1   Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.

2.2   The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Solution/service under this Agreement shall under no circumstance violate Clause 2.1 above.

2.3   The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C

(RATES & CHARGES)

1.   **Rates**

1.1   Rates payable by SriLankan Airlines to the Contractor in respect of the Solution/service specified under this Agreement will be as follows:

Please refer Annex B for Price Schedule Format.

Notwithstanding the Clause 1.1 in this Schedule, SriLankan Airlines shall be entitled to deduct from the aforementioned amounts payable by SriLankan for the delivery of the Solution/service any monies as may be deductible under this Agreement.

2.   **Bank Guarantee**

a. Bank Guarantee / Performance Security Deposit Amount shall be for a minimum amount of 10% of the agreement value as security to secure the due and proper performance by Contractor of its obligations inter alia under this Agreement.

Deadline of the Performance Security: within 14 days of the receipt of notification of award from the Purchaser the successful bidder shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D.