INVITATION FOR BIDS
FOR

PASSENGER NOTIFICATION THROUGH SOCIAL MEDIA PLATFORM

AT

SRILANKAN AIRLINES

REFERENCE NO: CPIT/ICB 06/2021

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

Dear Sir/Madam,

IFB NO: CPIT/ICB 06/2021

INVITATION FOR BIDS FOR A SOLUTION FOR PASSENGER NOTIFICATION THROUGH SOCIAL MEDIA PLATFORM AT SRILANKAN AIRLINES.

SriLankan Airlines hereby invites tenders for a Solution for Passenger notification through Social Media platform at SriLankan Airlines for 03 years. The bid document is attached herewith.

Bid should be submitted in a **sealed envelope** with the ICB number clearly marked on the top left corner of each envelope addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 11.00a.m. (Sri Lankan time: GMT +0530) on 23 November 2021.

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

Any inquiry/clarification about the Tender should be e-mailed to tharaka.hindurangalage@srilankan.com and sarath.jayathunga@srilankan.com to reach on or before 15 November 2021.

Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 23 November 2021 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

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

Section I. Instructions to Bidders (ITB)

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

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

10.Format and Signing of Bids	10.1 The bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D:Submission and Opening of Bids	
11. Submission of Bids	11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.
	11.2 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.
	11.3 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows.
	"Bid for the provisioning of a Solution for Passenger notification through Social Media platform at SriLankan Airlines (CPIT/ICB 06/2021)"
	.11.4 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.
	11.5 Completed Technical (un-priced) and Financial proposal should be submitted in two separate sealed envelopes with the tender reference no. CPIT/ICB 06/2021 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. **The Bid Submission Form (Section IV) and the Bid Securing Declaration (Annexure C) should be submitted in a separate envelope along with the Financial proposal**
	11.6 If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance. Refer section II, Data Sheet, Clouse 16.2 for contact details.
	Please provide the following details of the participants for the Bid opening, through email: tharaka.hindurangalage@srilankan.com by 8.30a.m. on 22 November 2021 Sri Lankan time GMT +5:30 Time Zone) in order to organize the Security passes to enter SriLankan premises:
	1) Company Name:
	2) Name/NIC No of the participants: (Maximum 01 participant)
	3) Driver's Name /NIC No (if any):
	4) Details of the vehicle (if any):
	5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.

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. 16.2 The 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. Please provide the required information in your proposal covering the below minimum eligibility criteria and evaluation criteria with clear reference (Document/Page /Section).
	
	Minimum Eligibility Criteria
	   I. The Bidder should have at least 03 years of industrial experience in terms of communicating through Social Media platforms to end customers.
	   II. Currently providing Passenger Notification through social media to Airlines .
	   III. In the event of termination at the end of contract period or prior, the vendor should provide data, including the data gathered from the implemented system to SriLankan Airlines in a similar replica of the system / data source / or any other medium requested by airline
	
	Evaluation Criteria
	   I. The Bidder's point-by-point compliance with general, technical & functional requirements under Points in Annexure A of the RFP. It is essential that the Bidder clearly indicates any limitations and/or deviations.
	   II. Experience in integrating with external systems using webservices, APIs, and other latest technologies.
	   III. Existing clientele of the solution provider in the field of communication through social media
	   IV. Customer references from minimum 3 existing customers including Airline customer where same system was implemented and providing maintenance and support.
	   V. Product demonstrations to verify specifications & performance
	   VI. Total final cost of the project for 03 years.
	   VII. Credit terms specified in the price schedules at Annex B or better. Length of the credit granted, and payment terms will be considered as an evaluation factor.

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19. Training and Development	The successful Vendor should provide all Training related to operating the System on Free of Charge basis.
20. Financial Capability	20.1 The bidder shall furnish documentary evidence that it meets the 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	23.1The Purchaser will notify the successful Bidder, in writing, that its bids has been accepted. 23.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful bidder to sign it. 23.3 Within seven (7) days of receipt of such information, the successful bidder shall sign the contract. 23.4 The contract is extendable for a further 01 year period based on mutual agreement under the same terms & conditions and supplier performance.
24.Performance Security	24.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex D. 24.2 Failure of the successful Bidder to submit the above-mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid-Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

Section II: Data Sheet

ITS Clause Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranaike International Airport, Katunayake
7.1	Proprietor's authorizations (or) Vendor commitment letter for 100% guaranteed product support is required.
9.1	Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.

12.1	The address for submission of Bids is :
	
	Attention : Senaka De Soysa
	
	Address : Senior Manager Commercial Procurement
	
	       Commercial Procurement Department,
	
	       Airline Centre, Bandaranaike International Airport, Katunayake,
	
	       Sri Lanka
	       Telephone : +94 197732666
	
	Deadline for submission of bids is on or before 23 November 2021, 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)

15.2	For **Clarification of bid purposes** only, SriLankan Airlines' address is:
	Attention: Tharaka Hindurangalage
	Address: SriLankan Airlines Limited,
	        Commercial Procurement Department (IT),
	        Airline Centre, Bandaranaike International Airport,
	        Katunayake , Sri Lanka
	Telephone: +94 (0) 19733 21845/ +94 (0) 19733 2666
	Facsimile number: +94(0) 197335218
	Electronic mail address: tharaka.hindurangalage@srilankan.com
	                      sarath.jayathunga@srilankan.com
	
	If the Bidder wishes to hand deliver the Bid documents by hand, please provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance to the Bid closing date, for the arrangement of security clearance.

Section III – Schedule of Requirements
Solution for passenger Notification through Social Media platform at SriLankan Airlines
CPIT/ICB 06/2021

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
01	**Solution for passenger Notification through Social Media platform at SriLankan Airlines as stated in this document. Schedule of business requirements and specifications are stated in Annex A.**	**01**	**Each**	**IT Division of SriLankan Airlines**	**Based on the project implementation timelines**

Section IV - Bid Submission Form

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

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

Date:

To: SriLankan Airlines
We, the undersigned, declare that:

(a)   We have read and have no reservations to the document issued;

(b)   We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Service/solution [insert a brief description of the System/solution];

(c)   The total price of our Bid without Tax, including any discounts offered for 03 years is:
       [insert the All-inclusive total project cost without Tax for 03 years in words and figures];

(d)   The total price of our Bid including Tax, and any discounts offered for 03 years is:
       [insert the All-inclusive total project cost with Tax for 03 years in words and figures];

Note: Please note that the prices indicated in this Bid submission form should be same as the All-inclusive total project cost for 3 years indicated in the below Price schedule forms referred as Annex B.

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

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

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

Signed: [insert signature of the duly authorized person]

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

Date

Section V – General Conditions

I.   Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.

II.   If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses shall be borne by the bidder.

III.   All on-site & off-site expenses including incidental expenses related to the project implementation,training, maintenance &support etc. within the 03 year contract period, including Airfare should be borne by the bidder.

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

V.   In order to ensure continuity of supply of Service/solution to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.

VI.   If SriLankan Airlines find that the delivered service/solution does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the service/solution to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.

VII.   Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solution and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of local agent.

VIII.   Advance payment is not acceptable. 45 days credit from the date of commissioning and acceptance by SLA is required.

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

1. SCOPE OF THE PROJECT

SriLankan Airlines intends to source a comprehensive solution to deliver automated and personalized notification messages via social media/ messaging platforms. The passengers will be notified of their journey with SriLankan Airlines and passenger can communicate with SriLankan call centre agent via social media/ messaging platform. The initial scope for implementation would be to provide E-Ticket, booking confirmation delivery, Flight delay information delivery as notification messages and passenger chat communication with in built Chatbot and Call centre live agent support. The proposed system should be scalable to accommodate other message delivery and integrations as per the business requirement of SriLankan Airlines. In the initial stage these features and services to be available on the IBE booking flow and mobile App of SriLankan Airlines.

The proposed solution should provide key features required for a full-service carrier to compete in the market and should be customizable to facilitate any future business requirements the airline industry is moving towards.

Some of the key features expected in the proposed solution are:

- Reach passenger through social media/ messaging platforms (Appendix A).
- Notification delivery to passenger and the ability for the passenger to chat with the chatbot or connect to the call center agent through the platforms (Appendix A)
- Delivery of the business operation related messages to staff
- SriLankan Airline branding included customizable template messages
- Support multiple languages for template messages and session messages
- Comprehensive filter mechanism to decide on the frequency and eligibility of sending the notifications
- Statistics and reports on message notifications
- Business account setting up and maintenance on behalf of SriLankan Airlines for platforms specified in Appendix A
- Implementing a customer servicing solution such as chat go through call center to receive and respond customer queries coming from social media where the queries are handled by multiple agents

2. BUSINESS REQUIREMENT – FUNCTIONAL

2.1. Business Account

    2.1.1. The vendor should set up the Business account and maintain those on behalf of SriLankan and SriLankan will help in any approvals. The ownership of the business accounts should be with SriLankan Airlines.

    2.1.2. If the business account has a verification process, SriLankan Airlines will help with the verification and any support needed to be provided by the service provider.

    2.1.3. If that business account information requires to change in the future the service provider should support same

    2.1.4. If SriLankan Airlines want to change the service provider of the business account, SriLankan Airlines has the authority to do so and can assign a new service provider

    2.1.5. Before assigning the business account to new service provider, the current existing service provider should hand over all the information (Eg: username, password, supporting documents etc..) to SriLankan Airlines

2.2. Notification Platform

    2.2.1. The passengers should be able to get in touch with SriLankan through social media/ messaging platforms given in Appendix A.

    2.2.2. SriLankan Airlines should be able to send notifications to passengers and passenger can respond to those notifications on social media / messaging platforms (Appendix A).

    2.2.3. The scope for the initial stage will include notification for ETicket and booking information delivery, Boarding Pass delivery, Delay information delivery and passenger communication with Chatbot and Live agent chat engagement for any queries that cannot be handled by the Chatbot. Also general notification based on business requirement.

    2.2.4. The solution should have the provision to cater future business requirements as given on Appendix C

    2.2.5. The notifications could be either template messages or session messages

    2.2.6. There could be many sources e.g. Call centre, on-line check-in from which passengers could respond, but the system should be capable to identify the correct source when replying using single portal for all the social media channels

    2.2.7. The messages should be supported in English initially but have the provision to support different languages.

    2.2.8. Maintain user base according to each social media platform to identify through which the passenger should be contacted

    2.2.9. Staff groups (Such as call centre, airport, customer affairs etc) to be maintained to notify delays or other messaging needs

    2.2.10. Template message to be sent to single number, single group or several groups, and this needs to be catered through the proposed solution.

2.2.11. The system should have capability to integrate with SriLankan airlines systems that is used to handle refund, cancellation, rebooking request with back end process and agent involvement (Eg: If passenger wants to cancel and refund the ticket via chat it can facilitate with system integration and call agent involvement, When the passenger query about this request the system will connect to raise a ticket in internal SriLankan system and chat communication will support through the proposed solution)

2.2.12. The passenger consent should be validated before sending or receiving any messages from/to passenger and all the status should be recorded.

2.2.13. Customisable workflows can be configurable according to SriLankan Airlines business requirements

2.2.14. The proposed solution should adhere to the data protection act governed by European Union, US law, Chinese etc..

2.2.15. The messages that fail to be delivered through social media should have the provision to be sent through other channels such as SMS, Emails

2.2.16. The proposed system should be capable of integrating with applications used at SriLankan. The messages that are generated through these applications, need to be captured and sent through the proposed system.

2.2.17. To support different file types for session messaging (eg: the messages may contain jpg/pdf/doc/txt etc… file format as attachment)

2.2.18. To generate the template messages SriLankan Airlines will send the required data to service provider API or service provider should collect the data from SriLankan Airlines API connection whichever is best

The integration with messaging platforms should always use the recommended methodology specified by the principal. (e.g. WhatsApp integration should use the API/ web services recommended by WhatsApp and not by the vendor)

2.2.19. The proposed solution should generate the template messages within the platform using the provided data and send to   recipients

2.2.20. The platform should be capable of sending bulk message and broadcast messages as per the business requirement with the guidelines given by social media platform e.g. sending out promotions/ awareness

2.2.21. If the business account goes inactive due to any unforeseeable reasons (Eg: suspend/hold/delete etc..) the service provider should support to recover it

2.2.22. Inappropriate content filtering/ alerting and identifying mechanism for messages communicated via these channels

2.2.23. The system should be capable to handle multiple payment options e.g. wallet payment

2.2.24. The passenger should be able to access SriLankan Business Accounts (e.g. WhatsApp, FB Account) via different method such as Hyperlink / URL / QR code scan etc…

2.2.25. If passenger wants to Opt-in there should be a mechanism to handle that request automatically

2.2.26. If passenger wants to Opt-out there should be a mechanism to handle that request automatically and all the information captured and communicated with passenger should be archived and kept for future legal reference in the system

2.2.27. If information erased on above way there should be a mechanism to keep the records what has been erased and then clear all the information from current platform and inform to passenger before clear it and after clear it

2.2.28. The solution should have capability to identify location sharing and detection with Google map and Apple map

2.2.29. A central portal to access and analyse all incoming and outgoing entries and queries

2.2.30. customer profile repository to be maintained based on past queries.

2.2.31. If passenger gives consent during any point throughout the passenger r journey it will consider for future messaging communication E.g.: In the online check-in passenger enters his mobile number and for future communication that number can be used to send notification and session messages.)

2.3. Business Rules

2.3.1. SriLankan can restrict the audience the messages are sent to and specify delivery times for messages

2.3.2. have blackout times for unsociable hours, notify delays if its only above a certain threshold etc

2.3.3. Filter mechanism based on consent, channel of messaging, type of passenger, recipients' number, time etc…

2.3.4. Message tracing capability should be there to check whether it was successfully delivered or not and to which communication channel it was delivered

2.3.5. The contact can be managed as different profile like block list, allow list, blacklist, white list

2.3.6. The messages sent to passengers should not be categorised as spam and messages should be verified

2.3.7. According to the business requirement rules can be prioritized

2.4. Templates

2.4.1. Custom build templates as per the guild line from SriLankan Airlines branding authority to the vendor and also have the capability to upload templates designed by SriLankan Airlines. The template can vary with festive Seasons and it should have the capability of scheduling the template with date, time, audience etc it is sent to.

2.4.2. Vendor to get the templates approved on behalf of SriLankan Airlines from Social Media platforms.

2.4.3. The templates should cater to different language requirement

2.4.4. Template should include business rules, dynamic data, e.g. link to web check-in process ancillary services support voucher/ads and travel advice

2.4.5. Message content should support both rich text or plain text (Graphic and text messages should be support)

2.4.6. The vendor should address any capacity limitations pertaining to size, number of characters and compliance within the templates

2.4.7. Templates should be maintained for different audience, business processes and systems

2.4.8. Different template group should maintain for the business requirement

2.4.9. The solution should generate the template messages and delivery as on above mention point 2.2.19 and 2.2.20

2.4.10. Ability to send interactive template messages where the passenger can select options given on template message and proceed with the selected option. (e.g. Template message with ancillary options and the passenger is given the option to select the relevant ancillary and proceed with the booking)

2.5. Reporting & statistics

2.5.1. Dashboard to monitor the status of message delivery. The same should be available in reports including real time status, the real time graphical dashboard of message delivery status

2.5.2. Report on the reach of the messages sent to passengers, how many responded and seen

2.5.3. Success of promotions run through the solution

2.5.4. Social Media/ messaging platform wise reports

2.5.5. Agent Performance based reports

2.5.6. Deep level filtering mechanism for report generation and analysis

2.5.7. Provide easy access to real time and non-real time data sets through communication protocols such as HTTP, SOAP, REST, Web service.

2.5.8. Facility to have online message tracing   for a period of 36 months.
It will be an advantage if the proposed solution can use AI/ ML for forecasting number of messages and transactional patterns

2.5.9. The customizable reporting facility with the business requirements

2.5.10. Sending point to recipient point messaging - end to end tracing facility and troubleshooting mechanism is required

2.5.11. Facility to export messages and archive for future reference and for legal requirements according to the business requirement

2.5.12. The system should handle the messages in an optimum way and should have the capability to predict the message count and do the infrastructure planning accordingly.

2.5.13. The template usage statistics report can be generated

2.5.14. A360 degrees analysis report of the system health/ delivery status/ infrastructure current capacity usage and prediction of usage

2.5.15. The messages count should be clearly mentioned that how many messages received and sent from /to service provider platform, SriLankan Airlines systems /social media platform

2.5.16. There should be a mechanism to analyse the chat history with feedback level and it should be on graphical view of report and dashboard (Eg: The satisfaction and dissatisfaction notification graphical view for operational decision making)

2.5.17. The chat history should be available passenger wise to see their engagement with SriLankan. (e.g. a passenger may have had interactions with several agents and this should be captured in passenger history)

3. TECHNICAL REQUIRMENT

SriLankan airline's passenger services system (PSS) is on Amadeus Altea platform which includes Reservation, Inventory and Departure Control System (DCS). Present IBE is Amadeus E-retail platform with DX (Digital Experience)

3.1. System Integration

3.1.1. The solution should be capable to integrate with any SriLankan Airlines systems that is hosted in cloud or on-prem, some systems integration may require to connect with other third-party solution that support SriLankan Airlines. The solution should have capability to address the SriLankan Airlines future requirement.

Internet Booking Engine – During the booking flow if the passenger consent to receive notifications from any social media platform in the future, all the communication will consider that consent has been given to deliver ETicket booking confirmation, Flight delay notification etc.. to the passenger

Loyalty system – Profile look up to capture contact details where the booking is done and the membership number is given in the PNR. The Miles statement should be sent to the member through the preferred communication channel. Top tier member should be identified, and targeted communication could be sent.

Passenger Services System (PSS) – Collect booking and contact details through integrating with the PSS system and these details will be used for communicating with the passengers on delay notification, delivering the e-ticket & boarding pass, check-in alerts, baggage notification, lounge invitation, vouchers/ receipts, disruption handling and promotion of ancillaries. The business rules set with the proposed system should work hand in hand when sending out the messages.

Other system integrations – Based on the business requirement and higher management direction there will be instances where the proposed solution will have to be integrated with system that are not listed above. The proposed system should be capable of handling such integrations.

3.1.2. Vendor should specify any other data requirement for the delivery of messages given in the business requirement.

3.2. Hosting

3.2.1. The solution should be provided as a fully cloud hosted solution with high availability, acceptable system response time and disaster recovery arrangements.

3.2.2. The propose solution hosted Cloud Infrastructure and Platform Services provider should be in the "Leader Area" of Gartner Magic Quadrant for Cloud Infrastructure and Platform Services 2020 report

3.2.3. An architectural diagram depicting the connectivity to SriLankan systems should be provided including the proposed hosting option.

3.2.4. The cloud services should serve to SriLankan Airlines requirements and the vendor should provide all the relevant certifications e.g. security, efficiency, response time, connectivity etc…

3.2.5. After the agreement period ends, the social media platform business accounts and related hosted services should be handed over to SriLankan Airlines, or it should handed over to SriLankan Airlines appointed party

3.2.6. All the security mechanism and encrypt technology should be implemented to protect the services on each social media platform where communication with passengers occur

3.2.7. The API key and incoming/outgoing connectivity should be secure and in compliance with the global standard

3.2.8. The proposed solution should indicate the cloud hosting full specification report with costing

3.3. Network Requirement

Following information need to be provided.

3.3.1. Per user bandwidth requirement to access the application

3.3.2. Minimum and maximum latency requirement end to end (Client to server communication)

3.3.3. Destination IPs to check the latency from UL

3.3.4. Destination IPs, URLs and ports to be opened from firewall

3.3.5. The application is a client installation or web browser based

3.3.6. Application can be accessed from a proxy

3.3.7. Connectivity and session flow diagram need to be provided.

3.3.8. Application can be accessed via internet or requires site to site connectivity (VPN or MPLS)

3.3.9. Compatible with Microsoft Active Directory authentication

Details of current Infrastructure setup is provided in the Appendix D. The proposed solution should be compatible with the current in-house set up for any integrations.

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

4.2. 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.

4.3. Availability of the system to be 99.99%.

4.4. Service levels to be defined as Critical, High & Low and resolution time to be included as given below.

Critical- Complete service outage preventing use of the application

High - This is defined as when the incident prevents users from accessing and using the Application or Complete failure of a major functional area

Low-Minor failure affecting the use of the product with minimum impact to passenger/ users of the system.

Level	Faulty severity level	Target response time	Target resolution time
1.	Critical priority	Immediate	2 hrs
2.	High priority	30 minutes	4 hrs
3.	Low priority	1 hr	12 hrs

4.5. 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.

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

Below service credit scheme is applicable for the vendor, in the event if stipulated timelines for services levels are not met:

Level	Faulty severity level	Target response time	Service Credits	Target resolution time	Service Credits
1	Critical	Immediate	0.05% of the Total contract value for every 15 Minutes of delay on every Incident.	2 hours	If Monthly availability is less than 99.99 % (Total downtime 2 hours), 0.5% of Total contract value will be charged for additional one hour of downtime on an incremental basis
2	High	30 minutes		4 hrs	0.2% of the Total Contract value for everyone hour of delay after initial six (4) hours on an incremental basis per high incident.
4.	Low	1hr		12hrs	0.1% of the Total Contract value for everyone hour of delay after initial six (12) hours on an incremental basis per high incident.

- All the service levels and KPIs must be included in the service level agreement signed between the two parties. The service levels may be revised periodically (if necessary) and signed off with the changing business environment. During the signing of the Service Level Agreement the Service Credits for Critical, High and Low to be discussed in detail.

5. BACKUP PROCEDURES

5.1. Ensure an adequate backup schedule is maintained for the systems and data should be maintained for 12 years.

5.2. The backup policy should be inform to SriLankan Airlines and if there any special backup policy and requirement there the service provider should configure it and do the testing of that backup policy and restoration

5.3. The restoration should be available on request and the data should be hand over to human readable format if required with free of charge

5.4. The backup data should be securely stored with encrypted way and service provider or any other party should not access the backup data integrity

5.5. The backup report should maintain on daily/weekly/monthly/yearly basis and each backup status should be able to view from SriLankan Airlines portal

5.6. The periodic restoration procedure should be handled by service provider and the restored data should be permanently deleted and confirmed to SriLankan Airlines about deletion result

5.7. All the data/transaction logs/template messages/templates/session messages/notifications/recipient numbers/assign agent information/ticket numbers/ticket status/errors and error logs/ any other data etc… should be backed up that is required by SriLankan Airlines business operation

5.8. The messages and conversation history on each day, each channel, each way etc.. should be backed up and it should be kept on SriLankan Airlines design time period and Data protection procedure for the Legal /Business/Operation requirements

5.9. On request a restoration of the data should be handed over to SriLankan Airlines with secure and encrypted way

5.10. Single item recovery should be capable from backup restoration

6. DATA PROTECTION

The system vendor needs to have the following requirements satisfied;

6.1. Need to sign an NDA with SriLankan on data protection and the confidentiality
6.2. In case a third party involved it should cover the all data confidentiality bound by the signed agreement
6.3. Compel to adhere to the data protection act governed by European Union, US law, Chinees law etc.
6.4. Have a regular data back up on messages/ shared information.
6.5. Review the back up regularly.
6.6. Provide the backup data to UL IT systems in readable electronic format
6.7. Migrate existing data to their systems with assistance of the current provider
6.8. Carry out data reformatting, transformation and data cleansing during data migration
6.9. Carry out initial parameter settings, table settings for complete functionality of system as per business output of SriLankan.
6.10. All the data accessing procedure should be in compliance with Sri Lanka government data accessing security policy.

7. TRAINING AND DEVELOPMENT

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

7.3. The new systems innovation and new procedure follow-up training should be continued throughout the agreement period.

7.4. If there any additional training requirement it should be catered on request

Appendix A

Social Media Platforms

The social media platforms include the following

- WhatsApp
- Facebook Messenger
- WeChat

❖ As the initial stage above platforms will integrate but the solution should be capable to facilitate any future business requirements the airline industry moving towards.

❖ The service provider currently should equip and comply with most widely available social media messaging platform rather than above mentioned and should have capable to extend the services with future coming platform too.

❖ The service provider should educate SriLankan Airlines with social media platform principal's terms and conditions/ policy/usage behaviour / connectivity / limitations /capabilities prior to implement any solution.

Appendix B

<u>Languages</u>

Languages means to following 11 languages.

English (GB), Chinese (CN), Japanese (JP), Arabic (AR), French (FR), German (DE), Sinhala (LK), Tamil (TA), Thai (TH), Traditional Chinese (TW), Russian (RU), Italian (IT)

English, Sinhala, Tamil, Chinese Traditional, Chinese Simplified, Japanese, Russian, Deutsch, Italian, French and Thai

Glossary Terms

UL   Sri Lankan Airlines International Air Transport Association code

SLA   Service-Level Agreement

NDA   Non-Disclosure Agreement

Appendix C

- The solution should have capable to integrate with different future requirement of messaging solutions related with SriLankan Airlines subsidiaries of SriLankan Catering / Holidays / Cargo / Engineering / Care/Training Academy etc…
- The requirement in high level as follows and but not limited to those

SriLankan Holidays
- ❖ Reach passenger through social media platforms
- ❖ Disruption handling through social media platforms
- ❖ UL should be able to send notifications to passengers on social media platforms

SriLankan Cargo

- ❖ Interline shipments handling
- ❖ Cargo should be able to send notifications on process milestones
- ❖ Notifications on shipment Tracking
- ❖ Cargo reservation acceptance notification
- ❖ Cargo tracking status update
- ❖ Cargo flight arrival/departure notifications
- ❖ Cargo charges related updates
- ❖ Cargo promotions and express cargo rates etc

Passenger Services

- ❖ Update pax on new product releases to IBE (eg: introducing TTT payment option) / New process improvements at airport (KIOSK check-in facility at airport)
- ❖ Ancillary promotions and other promotions via IBE
- ❖ Ancillary promotions via online check in
- ❖ Ancillary promotion on other airline and codeshare bookings when there is UL operated segment
- ❖ Ancillary purchase related alerts with timing (eg: You have … no of hours remaining to book your seats)
- ❖ Online check-in open and closing alerts
- ❖ Baggage location tracking info
- ❖ Airport /flight status info (eg: Boarding location. boarding timing, gate changes, acceptance finalize, acceptance open, Lounge details, flight landed etc)
- ❖ Flight reminders
- ❖ Disruption alerts
- ❖ Remaining miles balance for FFP members after purchasing redemption ticket
- ❖ Share EMD upon ancillary purchase
- ❖ Share Boarding pass upon passenger check in

Consolidated View

If passenger communicates with SriLankan Airline through different social media messaging platforms, all the conversation should be in single portal as profiling of single passenger regardless of how old that chat/ the template messages that sent/ session messages that communicate/ all the transaction records should be display as one.

Appendix D

In-house installation

Details of current Infrastructure setup is provided below. New infrastructure requirements shall be compatible to integrate and co-exist with current infrastructure setup. All resource requirements of a new solution shall be inclusive in the proposal.

1.1. Infrastructure (Service and Servers)

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

Hardware Platform:	HP (DL360, DL370, DL380) Blades : BL460c - G8, G9, BL620c - G7
Virtualization:	VMWare, HyperV
SAN Storage	EMC , UNITY
Server Operating System Platforms:	Windows 2012R2 and Above, RHEL 7.10 and Above
Application Servers Platform:	IIS 7.5 and above (.Net 4.7 and above) , JBOSS 7 and above , WebLogic 11
Database	Oracle 19c and Above , MSSQL 2016 and above

1.2. Web hosting environment

Operating Systems: Redhat Enterprise Linux 7.10 and Above / Windows 2012R2 and Above)

Web servers   : IIS 7.5 (.Net framework), ASP .NET 4.5 and 4.7

Set of Web servers are load balanced with Windows IIS load balancing. Majority of the servers are virtualized with VMware or Hyper-V technologies.

1.3. RDBMS

Database Environment uses mainly two RDBMS, Microsoft SQL Editions and Oracle Editions. Oracle version is Oracle 19c. MSSQL versions are 2016 and above.

1.4. FIREWALL

The security gateway for SriLankan corporate network is the corporate Firewall. All the external connectivity to the corporate network and Internet services must access through the firewall. All web application access is provided through a web application firewall.

1.5. MS Exchange Server Enterprise

SriLankan Airlines have hybrid setup in the exchange service. Most users are running on Microsoft O365 cloud platform. However, subset of the users still based on on-premise services which are running on Windows 2012R2 & Exchange 2013(SP1) in cluster Environment.

1.6. BACKUP PROCEDURE

Daily, weekly, monthly & yearly online backups are taken on databases and applications as per business requirements.

1.7. USER LOGIN AUTHENTICATION

User logins are authenticated against Microsoft Active Directory set up in SriLankan Airlines Ltd.

1.8. SYSTEM INTEGRATION

The system should have the capability to integrate with the systems at SriLankan Airlines that are hosted outside the company and some deployed internally. The integration process shall be applicable through DB links and web services.

DESKTOP ENVIORMENT

- Internet Explorer 11.0 and above, Edge
- Windows 10 (mandatory)
- Windows 8.1
- Microsoft Office 2013 and above
- Virtual Desktop Infrastructure. VMware Horizon View Client. (zero client/thin client)
- Java 8 and above
- Standard desktop configurations (CPU : Intel Core I3 /RAM : 3 GB)
- Any hard disk requirement exceeding 300MB shall consider hard disk upgrade for client devices

Technical Compliance Sheet

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

SAMPLE FORMAT OF THE LIST OF COMPLIANCE

S/N	SECTION	FULLY COMPLIED	PARTLY COMPLIED	NON-COMPLIED	REMARKS
3 Business Requirements					
3.1	3.1.1				
	3.1.2				
	3.1.3				
3.2	3.2.1				
	3.2.2				
	3.2.3				
	3.2.4				
3.3	3.3.1				
	3.3.2				
	3.3.3				
	3.3.4				
	3.3.5				
	3.3.6				
	3.3.7				
4 Installations Options					
4.1					
4.2					
4.3	4.3				
	4.3.7				
	4.3.8				
4.4					
4.5					
4.6					
5 Service Requirements					
5.1	5.1.1				
	5.1.2				
	5.1.3				
	5.1.4				
	5.1.5				
	5.1.6				
	5.1.7				
5.2					
5.3					
5.4					
5.5					
5.6					
6. Other Requirements					
6.1	6.11				
	6.12				
	6.13				
	6.14				
6.2					

Annexure. B-I - Price Schedule Form

Provisioning of a Solution for passenger Notification through Social Media platform at SriLankan Airlines for 03 years - **CPIT/ICB 06/2021**

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

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

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

Line Item N°	Description of Solution	Unit of Measure	Qty	cost per month	Total cost for 36 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annexure A.					
1.1	Implementation cost with breakdown (if applicable)					
1.2	Acquisition cost (if applicable) (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost (if applicable)					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	Total one time cost for 3 years					
2.	**Variable/Recurrent charges**					
2.1	System usage fee (if applicable)					
2.2	Per message cost - Facebook messaging - WhatsApp Business - WeChat - Any other proposed by the vendor					
2.3	Hosting charges					
2.4	Communication charges (if relevant)					
2.5	Any other requirements - Please specify					
	Total Variable/Recurrent cost for 3 yrs.					

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

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

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

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

Bid Validity:………………………………………

Bid Security declaration: Yes/ No (to be attached with Financial bid)

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]

Section IV - Annex B-II - Optional Items

The below prices are for future reference only. These cost components will not be considered for the final evaluation of the proposal.

Line Item Nº	Description of Solution	Unit of Measure	Qty	cost per month	Total cost for 36 months	Remarks
	Integrate with different future requirement of messaging solutions related with SriLankan Airlines subsidiaries of SriLankan Catering / Holidays / Cargo / Engineering / Care/Training Academy etc…					
	SriLankan Holidays					
a.	Reach passenger through social media platforms					
b.	Disruption handling through social media platforms					
c.	UL should be able to send notifications to passengers on social media platforms					
	SriLankan Cargo					
a.	Interline shipments handling					
b.	Cargo should be able to send notifications on process milestones					
c.	Notifications on shipment Tracking					
d.	Cargo reservation acceptance notification					
e.	Cargo tracking status update					
f.	Cargo flight arrival/departure notifications					
g.	Cargo charges related updates					
h.	Cargo promotions and express cargo rates etc					

	Passenger Services					
a.	Update pax on new product releases to IBE(eg: introducing TTT payment option) / New process improvements at airport (KIOSK check-in facility at airport)					
b.	Ancillary promotions and other promotions via IBE					
c.	Ancillary promotions via online check in					
d.	Ancillary promotion on other airline and codeshare bookings when there is UL operated segment					
e.	Ancillary purchase related alerts with timing (eg: You have … no of hours remaining to book your seats)					
f.	Online check-in open and closing alerts					
g.	Baggage location tracking info					
h.	Airport /flight status info(eg: Boarding location. boarding timing, gate changes ,acceptance finalize, acceptance open, Lounge details, flight landed etc)					
i.	Flight reminders					
j.	Disruption alerts					
k.	Remaining miles balance for FFP members after purchasing redemption ticket					
l.	Share EMD up					
m.	Share Boarding pass upon passenger check in					

ANNEXURE C : Bid Security Declaration form

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

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

Date: -----------[insert date by bidder]
*Name of contract -- [insert name]
*Contract Identification No: ---------[insert 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 SriLankan Airlines, for the period of time of one year starting on the latest date set for closing of bids of this bid, if we:
      (a)   withdraw our Bid during the period of bid validity period specified; or
      (b)   do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
      (c)   having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3.   We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4.   We understand that if we are a Joint Venture (JV), the Bid Securing Declaration must be in the Name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]
Name [insert printed or typed name]
Duly authorized to sign the bid for and on behalf of [insert authorizing entity]
Dated on [insert day] day of [insert month], [insert year]

ANNEXURE D : Performance Security form

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

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

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

Date: -------------------------

PERFORMANCE GUARANTEE No: --------------------------------

We have been informed that --------------[name of Bidder](hereinafter called "the Bidder") has entered into Contract No. -----------------[reference number of the contract] dated --------------- with you, for 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 the users of the **same service/solution proposed** to SriLankan Airlines. In addition to above information please provide your clientele of **other** systems/solutions implemented.

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 ……. (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.

1.1.2   Be deemed to have appraised itself fully of the provisions of this Agreement.

1.1.3   Ensure that Service/solution provided under this Agreement shall:

   a)   be in accordance with the specifications set out in Annex ….;
   b)   conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
   c)   be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;

1.1.4   Ensure that it has the necessary/required licenses, approvals and authorizations to provide Service/solution to SriLankan Airlines envisaged under this Agreement.

1.1.5   Deliver the Service/solution on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in Annex ……. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Service/solution to the locations as specified in Schedule B of the Agreement.

1.1.6   At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.

1.1.7   Invoice SriLankan Airlines for the Service/solution at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).

1.1.8   Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.

1.1.9 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.

1.1.10 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Service/solution on time or SriLankan Airlines rejects the Service/solution pursuant to Clause 2.6 hereof.

1.1.11 Subject to the terms and conditions of this Agreement, the Service/solution shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).

1.1.12 Arrange pre delivery inspection at manufacturing plant once the Service/solution are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors cost (expect air fare of SriLankan Airlines destinations) at the manufacturing location.

1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.

1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.

1.2   In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.

1.3   In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.

1.4   The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.

1.5   The contractor shall provide a comprehensive unconditional warranty of … years from the date mentioned in the Commissioning and Acceptance Form in Annex …. for manufacturing defects of the Service/solution except ware and tare.

1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.

1.7 The contractor shall handover all items/Service/solution specified in Schedule A without any cost to SriLankan Airlines.

2.   **RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:**

2.1   SriLankan Airlines shall pay the Contractor for Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto).For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule ……

2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractors provided in Schedule C where the Contractor fails to deliver the Service/solution as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.

2.3 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase Service/solution which are similar to the Service/solution contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.

2.4   Have the right to inspect and reject the Service/solution (or any part thereof) provided under this Agreement if in its opinion it decides that such Service/solution (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Service/solution (or part thereof) after the Service/solution ' arrival or issuance of the Delivery

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

2.5   When the Service/solution are received to SriLankan Airlines stores , SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Service/solution at the locations once commissioning and training is completed and other required items/Service/solution specified in Schedule A are handed over by the contractor.   If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to vendor within 5 working days of receipt of shipment to stores.

2.6   Upon the acceptance of the Service/solution by SriLankan Airlines, the Service/solution shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Service/solution may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Service/solution due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Service/solution are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.

2.7   Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Service/solution or any other Service/solution or services from any third party on whatsoever basis during the period of the Agreement.

2.8   In the event SriLankan Airlines in its opinion decide that the Service/solution are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Service/solution and:

(i) refrain from making any payments pursuant to such Order made in respect of such Service/solution ; and

(ii) either replace the rejected Service/solution with Service/solution meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or

(iii) obtain substitute Service/solution for the rejected Service/solution and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3.   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 …….., SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within ……. days from the date of Commissioning and Acceptance in Annex ……. . The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.

3.4   SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause ….. hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in

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

3.5   SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.

3.6   Payment shall be made in according to the payment details provided in Schedule C.

3.7   Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: zaroosha.farook@srilankan.com

4.   **LIABILITY & INDEMNITY:**

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

   a) Claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;

   b) Accident, injury or death caused to any person by negligence or willful misconduct of the Contractor, its servants, agents employees or representatives;

   c) Acts of theft, pilferage, damage of property caused by the Contractor or its servants, agent s employees or representatives;
   d) Any losses, damages, injuries, illness or death incurred due to manufacturing defects, nonperformance and or malfunction of the Service/solution procured under this agreement by SriLankan Airlines;

   d) if the Service/solution provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Service/solution produced, packaged, stored or shipped by Contractor;

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

   e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;

4.2   SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or willful misconduct.

5.   **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 dispatch.

10.2   Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.

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 authorized representatives.

11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.

11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.

11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.

11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.

11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Service/solution envisaged under this Agreement.

11.13 Any notice or other communication required or authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and

(a) left at or sent by prepaid registered post to the last known place of business of that; or

(b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such fax or e-mail.

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

In the case of the Contractor to –
………………………………………………
………………………….
……………...

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

For and on behalf of   For and on behalf of
SRILANKAN AIRLINES LIMITED

_____   _____
Name: Name:
Designation: Designation:

_____   _____
Witness: Witness:

Name: Name:
Designation: Designation:

ANNEXTURE G : Bid Acknowledgement Form

IMPORTANT

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

RECEIPT OF THE BID DOCUMENTS

Receipt of your Bid invitation document no. CPIT/ICB 06/2021 is hereby acknowledged

☐   You may expect to receive our proposal on or before……………………..

……….…..…………………………………………………………………………………………

……………………………………………………………………………………………………

……………………………………………………………………………………………………

………………………………………………………………………………

☐   We do not intend to bid because …………………………………………………….

……

……

………………………………

Signed   : …………………………………………………………………….

Title   : …………………………………………………………………….

Company   : …………………………………………………………………….

Date   : …………………………

ANNEXTURE H – Vendor Information Form

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

Section B – *Details of Directors, Shareholders and related parties*	
1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. If the Shareholders are incorporated entities, please state the shareholders of such entities	
4. If the Shareholders are equity funds, please state the owners of such funds	
5. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
6. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
7. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

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

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

Details of vendor's authorized signatory:
Name:
Designation:
Date:
Signature & Company Rubber Stamp:

Section C -*Business verification : Duly signed and stamped copy of above document to be supported by the following documents*
✓ Tick the appropriate boxes

☐ A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	☐ A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
☐ A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors	☐ For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
	☐ Audited financial statements of the vendor Company for the last three years
☐ For partnerships and sole proprietorships, certificate of business registration	☐ Others (specify)

ANNEXTURE I - SECURITY

<table>
<tr><td colspan="8" style="background:yellow"><h1>Extended Information Security Schedule</h1>for service providers ,contractors and other interested 3rd parties</td></tr>
<tr>
<th>#</th>
<th>Policy statements/ Compliance requirements for Third Party Organizations</th>
<th>Deployed technical controls</th>
<th>Deployed procedural controls</th>
<th>Overall complia nce (Yes/No / Not Applica ble)</th>
<th>Reasons for Not Applicab ility</th>
<th>Compens ating controls</th>
<th>Rema rks</th>
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<tr>
<td>1</td>
<td>General</td>
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</tr>
<tr>
<td>1.1</td>
<td>Access control (access to buildings/areas) Technical and/or organizational procedures shall be in place for access control and, in particular, for the identification of authorized persons</td>
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<tr>
<td>1.2</td>
<td>Access controls Procedures shall be available with regard to user identification and authentication, both technical (password/password security) and organizational (master user data)</td>
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<tr>
<td>1.3</td>
<td>Access privilege controls (the prevention of prohibited activities that exceed the granted user rights within an IT system). Authorization model and access rights to meet requirements shall be available; with monitoring and logging of the same</td>
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1.4	**Transfer controls** (for all aspects of the transfer of personally-identifiable data: electronic transmission, data transport, conveyance checks) shall be available						
1.5	**Input controls** (audit trail, documentation on data administration and maintenance) Procedures that support a historical audit of when data was entered, modified or removed (deleted), and by whom shall be available.						
1.6	**Contract controls** (assurance of policy-compliant processing of contractual data) Procedures (technical/organizational) shall be available defining the responsibilities of contractor and client.						
1.7	**Availability controls** (data shall be protected against accidental deletion or loss) Procedures for data archiving (physical/logical) shall be available						
1.8	**Controls for separation of duties** (datasets that are created for different purposes shall also be processed separately). Procedures shall be available to support the separate processing (storage, modification, deletion, transmission) of datasets that serve different contractual purposes.						
2	**Privacy Policies**						

2.1	The Third Party Organization shall comply with the obligations under the EU General Data Protection Regulation (GDPR) in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines (hereafter refered to as "Peronal Data").						
2.2	The Third Party Organization shall process any Personal Data solely for the purposes identified by the relevant Agreement.						
2.3	The Third Party Organization shall have in place appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to Personal Data. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing of personal data and prevent unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data. For the avoidance of						

	doubt in the event of a dispute between the Third Party Organization and SriLankan, SriLankan shall decide whether the Third Party Organization has put in place appropriate technical and organisational measures in accordance with this Clause 11.						
2.4	The Third Party Organization shall will notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal Data Breach; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.						

2.5	The Third Party Organization shall not engage any third parties or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such third parties. The Third Party Organization shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with the Processing.						
2.6	The Third Party Organization shall use reasonable endeavours to provide such assistance as SriLankan reasonably requires in relation to satisfying any legitimate requests received from Data Subjects in relation to the Personal Data.						
2.7	The Third Party Organization shall keep a record of any Processing of Personal Data it carries out, including: 9.7.1 the purposes of the processing; 9.7.2 a description of the categories of data subjects and of the categories of Personal Data; 9.7.3 the categories of						

	recipients to whom the Personal Data have been or will be disclosed; and 9.7.4 each transfer of Personal Data and, where relevant, the documentation of suitable safeguard.						
2.8	The Third Party Organization shall take steps to ensure that, from and including 25 May 2018, their Processing of any Personal Data is compliant with the GDPR.						
3	**Security Governance**						
3.1	Third Party Organization shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.						
3.2	Third Party Organization shall have management-approved Information Security policies and procedures aligned with applicable external standards, regulations and SriLankan requirements, which shall be reviewed and updated periodically.						
3.3	The Solution and the Third Party Organisation is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) standard						

	and the certification is up-to-date. (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').						
3.4	Third Party Organization shall continually improve the suitability, adequacy and effectiveness of Information Security in accordance with applicable external standards, regulations and SriLankan requirements.						
4	**Security Risk and Compliance**						
4.1	Third Party Organization shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.						
4.1.a.	The risk register shall be maintained to show the nature, extent of and progress made in mitigating the identified risks.						
4.2	Third Party Organization shall conduct periodic compliance reviews against management-approved Information Security policies.						
4.3	Third Party Organization shall notify SriLankan where sub-contractor is engaged to provide services and shall ensure						

	that sub- contractor also abides by this policy.						
4.4	Third Party Organization shall abide by the contractual agreements put in place with respect to SriLankan requirements which includes but not limited to code ownership and intellectual property rights.						
4.5	Third Party Organization shall facilitate and participate in periodic Information Security reviews which will be carried out by SriLankan or on behalf of SriLankan. Information Security reviews may also be conducted under the following conditions:						
4.5.a	Security incident/breach						
4.5.b	Major change in information systems used to provide services to SriLankan						
4.6	Third Party Organization shall provide periodic reports on risk and compliance management as applicable to services provided to SriLankan.						
4.7	Third Party Users shall comply with all applicable SriLankan corporate and Information Security policies, standards and procedures.						
5	**Personnel and Physical Security**						
5.1	Third Party Organization shall conduct adequate back-ground verification checks of their staff						

	involved in SriLankan Airlines engagement						
5.2	Third Party Organisation shall proactively inform SriLankan Airlines if screening has not been completed or if the results give cause for doubt or concern						
5.2	All employees in the Third Party Organization shall sign a Non-Disclosure Agreement.						
5.3	Third Party Organization shall ensure that all employees complete mandatory Information Security awareness course periodically covering topics like password and user account security, information protection and handling, issues of confidentiality and company security standards.						
5.4	Third Party Users shall sign a Non-Disclosure Agreement before gaining access to SriLankan information and information systems.						
5.5	Third Party Organization shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.						
5.6	Third Party Organization shall implement all applicable physical and environmental security controls to provide adequate protection to						

	SriLankan information & information systems.						
6	**Security in Applications, Systems and Networks**						
6.1	Third Party Organization shall design, implement and operate a Layered Security model to provide adequate and effective protection for SriLankan information and information systems. This shall be a combination of preventative, detective and reactive controls and must apply to development, test, pre-production and production environments.						
6.2	Third Party Organization shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.						
6.3	Third Party Organization shall design, implement and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.						
6.4	Third Party Organization shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.						

6.5	Third Party Organization shall implement and operate robust network, system and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services and devices.						
6.6	Third Party Organization shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.						
6.7	Third Party Organisation should periodically deliver an independent report on the effectiveness of information security controls and agreement on timely correction of relevant issues raised in the report to SriLankan Airlines, on request						
6.8	Third Party Organization shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. Third Party						

	Organization shall apply security patches in mutually agreed timeline without any cost escalation.						
6.9	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to Third Party Organization. If any vulnerability is found, Third Party Organization shall agree to apply security patches in mutually agreed timeline without any cost escalation.						
6.10	Third Party Organisation should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities						
6.11	During the year , Third Party Organisation shall conduct information security reviews of its sub contractors and its own suppliers engaged in services/products delivered to SriLankan during the year						
6.12	Third Party Organisation shall conduct BCP testing on SriLankan Related systems/services during the year						
7	**Security in System Delivery Lifecycle**						
7.1	Third Party Organization shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited						

	to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.						
7.2	Third Party Organization shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.						
7.3	Third Party shall ensure that access to program source code is restricted and strictly controlled.						
8	**Data Security**						
8.1	Third Party Organization shall design, implement and operate adequate security controls to protect confidentiality, integrity and availability of SriLankan data and/or information in accordance with the classification levels.						
8.1.a	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.						
8.2	Third Party Organization shall only transmit, process or store SriLankan data and/or information in accordance with the contract requirements.						

8.3	Third Party Organization shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right To Information Act.						
8.4	Third Party Organization shall have an established data and media disposal processes incorporating suitable security requirements aligned with relevant industry accepted standards or regulations. SriLankan data shall be suitably disposed of under the following conditions:						
8.4. a	Contract expiry						
8.4. b	Equipment / media retirement or maintenance						
8.5	Third Party Users shall not process or store SriLankan data and/or information on non SriLankan devices. Where there is a legitimate business requirement to do so, approvals must be taken from SriLankan Information Security team.						
9	**Authentication & Password Compliance**						
9.1	Role Based Access & Workflow Approvals (Segregation of Duties)						
9.2	Active Directory (AD) Integrated (If **Yes**, please proceed to A-7)						
9.3	Password age – 60 Days						
9.4	Minimum password length – 8 Characters						
9.5	Password change at initial login						

9.6	Password Complexity						
9.6.1	At least one 'UPPERCASE' character						
9.6.2	At least one 'lowercase' character						
9.6.3	Mixture of numbers and/or symbols						
9.6.4	Account Lockout						
9.6.5	Lockout after 5 unsuccessful attempts						
9.6.6	30 minutes lockout duration						
9.6.7	Password History – 8 Passwords						
9.6.8	Availability of multiple-factor authentication						
9.6.9	Transfers authentication information through secure protocols						
9.6.10	Ability to display the time and date of last successful login, and any failed login attempts to user						
9.7	Third Party Organisation shall support integration of solution with Microsoft Identity Manager for Identity & Access Management						
10	**Backups**						
10.1	Scheduled configuration backups						
10.2	Scheduled data backups						
10.3	Backup retention period - 12 years for all SriLankan/service related data						
11	**Audit & Event Logs** (for all user activities, including administrative and privileged user activities, and system configuration changes)						
11.1	Application Audit Logs (including transaction logs)						

11.2	Database Level Audit Logs						
11.3	OS Level Audit Logs						
11.4	Event Logs (including successful/unsuccessful login attempts)						
11.5	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)						
12	**Encryption**						
12.1	256 bit key encryption for data at rest and in transit.						
12.2	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures)						
13	**Data Validation**						
13.1	Input & Output Data Validation						
14	**Connectivity and Access Control**						
14.1	Web applications enabled with current TLS version certificates						
14.2	Remote diagnostic and configuration port should be protected.						
14.3	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console)						
14.4	Ability to configure a Log-on banner						
15	**Dependent Systems and Services** (if yes, please provide information on systems/services/ports in remarks)						
15.1	Solution necessitates dependent systems & services						
16	**Incident Management**						

16.1	Third Party Organisation shall inform SriLankan Airlines about any incidents related to information security as soon as an incident occurs						
16.2	Third Party Organisation shall inform about the workarounds and rectifications taken to address the incidents						
16.3	Third Party Organisation shall provid audit trails and records of information security events, operational problems, failures, tracing of faults and disruptions related to the service delivered						
17	**Service Continuity**						
17.1	Availability - 99.95%						
17.2	Recovery Time Objective - 1 hour						
17.3	Recovery Point Objective - 1 hour						
17.4	Third Party Organisation agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.						
18	**Right to Audit & Monitor**						
18.1	Third Party Organisation agrees that performance of the Services will be subject to monitoring by SriLankan Airlines.						
18.2	Third Party Organisation agrees to keep accurate and complete records and accounts pertaining to the performance of the Services. Upon no less than seven (7) days' written notice, and no						

	more than once per calendar year, SriLankan Airlines may audit, or nominate a reputable firm to audit, records relating to performance of Third Party Organisation/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.						
18.3	If Third Party Organisation obtains third party services by means of outsourcing or sub-contract, Third Party Organisation is required to ensure such activities maintain applicable records to reflect the services agreement with SriLankan Airlines and will be subject to audit/monitor as set forth in 18.1 to 18.3 above.						
19	**Licensing Requirements**						
19.1	Does the solution necessitate additional licenses for third party components/services? (If Yes, please provide information in remarks)						
19.2	If solution necessitates additional licenses for third party components/services, please state if such licenses are included in the proposed solution? (If No, please provide details of additional licenses required from SriLankan Airlines)						
20	**Legislative, Standards & Regulatory Compliance**						

20.1	Third Party Organisation agrees to sign a Reciprocal Non Disclosure Agreement with SriLankan Airlines						
20.2	Information shared or services obtained as part of SriLankan Airlines engagement with Third Party Organisation will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).						
20.3	Third Party Organisation shall agree to adhere to SriLankan Airlines Information Security Policy						
21	**Service Level Agreement**						
21.1	Signed Service Level Agreement including, and not limited to,						
21.1.1	Reflect Service Continuity objectives set forth above 17.1 to 17.3						
21.1.2	Defined Response Times and Resolution Times based on defined priorities						
21.1.3	Periodic service review meetings between SriLankan Airlines and the Third Party Organisation						
21.1.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement						
21.1.5	Information about the licensing arrangements (for dependents						

	systems/services), code ownership and intellectual property rights related to the Third Party Organisation's products/ services						
21.1.6	Service Credits for failing to meet performance of services under the Service Level Agreement						
21.1.7	Third Party Organisation should submit service reports at a defined frequency						
Cloud Computing Security Standard							
22	**Evaluation of Third Party Organization/ Cloud Service Provider (CSP)**						
22.1	SriLankan may perform periodic assessment of the Cloud Security Provider's security posture where necessary.						
22.2	Third Party Organization/ Cloud Security Provider (CSP) hosting SriLankan data shall maintain a certification in good standing against an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.						
23	**Protection of SriLankan Data in Cloud Environment**						
23.1	Third Party Organization/CSP must operate a Layered Security						

	model at the perimeter, core network, systems, application and data layers to adequately protect SriLankan data.							
23.2	SriLankan data and application environment must be segregated from other entities' environments.							
23.3	SriLankan data must be adequately protected in accordance with the classification levels of the data sets as per Annexure A.							
24	**Compliance and Audit in Cloud Environment**							
24.1	Third Party Organization/CSP must demonstrate compliance against SriLankan Extended Information Security policy, relevant contractual requirements and applicable external standards and regulations.							
24.2	SriLankan shall conduct security reviews where necessary on the cloud environment on an ongoing basis to verify compliance.							
US DOT Compliance								
25	Customer facing web interfaces shall designed/deployed according to US DOT Compliance requirements							

_____Third Party Organization Name_____

By:

Name:

Title:
Date:

By:
Name:
Title:
Date:

NON-DISCLOSURE AGREEMENT

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

The Confidential Information to be disclosed can be described as and includes:

Technical and business information relating to airline business information systems, existing and/or contemplated products and services, proprietary ideas and inventions, trade secrets, drawings and/or illustrations, research and development, financial information and financial projections, customers, clients, marketing, and current or future business plans and models, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports, samples or other forms of copies, derivations, analyses, compilations, studies, memoranda, notices and other materials regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

All Confidential Information received by Receiving Party from the SriLankan Airlines Limited (hereinafter referred as 'Disclosing Party') shall remain the exclusive property of the Disclosing Party and no title to or other interest in the Confidential Information is granted or transferred to the Receiving Party by this Agreement

To return promptly to the Disclosing Party, or to destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request including all copies and notes thereof and including Confidential Information incorporated into analyses, compilations, studies or other documents prepared by the Receiving Party with destruction being certified in writing by an officer of the Receiving Party.

The Recipient agrees not to disclose the confidential information obtained from the Disclosing Party to anyone unless required to do so by law.

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

This Agreement shall commence on the date first written and signed below and shall continue thereafter for a period of 2 years, unless and until terminated by providing 30 days' notice in writing to the Disclosing Party. Notwithstanding the termination, the obligations and limitations with respect to protection, use, disclosure and return or destruction of Proprietary Information shall survive such termination and shall continue until such time the Parties hereto mutually agree in writing that such treatment is no longer warranted.

This Agreement shall be construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts in Sri Lanka.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information

Organization Name   :
Business Registration   :
Organization Address   :
Authorized Signatory   :
Designation   :
Signature   :
Date   :