



**INVITATION FOR BIDS  
FOR  
PROVISION OF SERVER VIRTUALIZATION SOLUTION**

**REFERENCE NO: CPIT/NCB/02/25**

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

Dear Sir/Madam,

**IFB NO: CPIT/NCB/02/25**

**INVITATION FOR BIDS FOR PROVISION OF SERVER VIRTUALIZATION SOLUTION**

SriLankan Airlines hereby invites tenders for provision of server virtualization solution. 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 11.00 a.m. (Sri Lankan time: GMT +0530) on 21<sup>st</sup> of April 2026.

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

Any inquiry/clarification about the Tender should be e-mailed to [harenis@srilankan.com](mailto:harenis@srilankan.com) and [tharaka.hindurangalage@srilankan.com](mailto:tharaka.hindurangalage@srilankan.com) to reach on or before 10th April 2026.

Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 21<sup>st</sup> of April 2026 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka.

Yours Faithfully,

Chairman of Internal Procurement Committee,  
Ministry of Ports and Civil Aviation  
On behalf of SriLankan Airlines Limited

## Section I. Instructions to Bidders (ITB)

<b>A: General</b>	
1. Scope of Bid	<p>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.</p> <p>Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders</li> <li>• Section II. Data Sheet</li> <li>• Section III. Schedule of Requirements</li> <li>• Sections IV. Bids Submission Form</li> <li>• Section V. General Conditions</li> <li>• Annexure A: Technical/General Specifications &amp; Compliance sheet</li> <li>• Annexure B: Price schedule Form</li> <li>• Annexure C: Bid Security Declaration Form</li> <li>• Annexure D: Performance Security Form <b>(Mandatory if the contract is awarded)</b></li> <li>• Annexure E: Clientele Information Form</li> <li>• Annexure F: Sample Contract Agreement</li> <li>• Annexure G: Bid Acknowledgement Form</li> <li>• Annexure H: Vendor Information Form</li> <li>• Annexure I: Extended Information Security Schedule</li> <li>• Annexure J: Non-Disclosure Agreement (NDA)</li> <li>• Annexure K: Non-Collusion Declaration</li> <li>• Annexure L: Data Security Schedule</li> </ul> <p><b>Local bidders - Affidavit to be signed on an LKR 50 stamp as per the statutory regulations of Sri Lanka</b></p>
<b>C: Preparation of Bids</b>	
3. Documents Comprising your Bid	<p>3.1 The Bid should comprise the following mandatory documents:</p> <ul style="list-style-type: none"> <li>• Sections IV - Bid Submission Form. <b>(Mandatory with the bid submission)</b></li> <li>• Annexure A: Technical/General Specifications &amp; Compliance sheet <b>(Mandatory with the bid submission)</b></li> <li>• Annexure B: Price Schedule Form <b>(Mandatory with the bid submission)</b></li> <li>• Annexure C: Bid Security Declaration Form <b>(Mandatory with the bid submission)</b></li> <li>• Annexure D: Performance Security Form <b>(Mandatory with the bid submission)</b></li> <li>• Annexure E: Clientele Information Form <b>(Mandatory with the bid submission)</b></li> <li>• ANNEXURE K: Non-collusion Declaration <b>(Mandatory with the bid submission)</b></li> </ul> <p><b>Local bidders - Affidavit to be signed on an LKR 50 stamp as per the statutory regulations of Sri Lanka</b></p>

4. Bid Submission Form and Technical/ General Specifications & Compliance form	<p>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.</p> <p>All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form at Annexure B.</p> <p>5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids.</p> <p>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.</p> <p>5.4 SLAL has right to decide whether to accept the modules/features mentioned in ANNEXURE A, SECTION 03 or move forward without particular module/features in ANNEXURE A, SECTION 03.</p>
6. Currency	<p>6.1 The bidders shall quote in USD or Sri Lankan Rupees (LKR). If a Local bidder submits a proposal in USD the relevant exchange rate applicable (CBSL) for the payment in LKR should be clearly indicated in the in the price schedule form (Annex B).</p> <p>If the proposal is submitted in foreign currency, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates as published by the Central Bank of Sri Lanka prevailed at the date of closing of bids for comparison &amp; evaluation purposes. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.</p>
7. Documents to Establish the	<p>7.1 The Bidder shall submit an <b>original</b> certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Service/solution in Sri Lanka.</p>
8. Period of Validity of bids	<p>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.</p> <p>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.</p>

<p>9. Bid Security Declaration</p>	<p>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</p> <p>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.</p> <p>9.3 Bid Securing Declaration may be executed:</p> <p>(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</p> <p>(b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TB Sub-Clause 15.3</p> <p>(c) If the successful Bidder fails to :</p> <p>i) Sign the contract in accordance security with 1TB Sub-Clause 23.3;</p> <p>(ii) Furnish a performance Security in accordance with 1TB Clause 24;</p>
<p>10. Format and Signing of Bids</p>	<p>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.</p>
<p style="text-align: center;"><b>D: Submission and Opening of Bids</b></p>	

<p>11. Submission of Bids</p>	<p>11.1 Bidders shall submit their bids by e mail to Secured E-mail address below. <a href="mailto:itproctend@srilankan.com">itproctend@srilankan.com</a></p> <p>11.2 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.</p> <p>11.3 The e mail comprising the bid shall bear the specific identification of this quotation exercise as indicated follows. “Invitation For Bids for Provision of Server Virtualization Solution CPIT/NCB/02/2025.</p> <p>11.4 The bidder shall submit the proposals in the price schedule forms attached at Annexure B.</p> <p>11.5. The bidder shall submit their quotations only to the following secure E-mail address <a href="mailto:itproctend@srilankan.com">itproctend@srilankan.com</a> bearing the specific identification of the contract number &amp; item description. Upon successful submission of bid, vendor will receive an auto-generated acknowledgement E-mail certifying the proper delivery of the bid. If the acknowledgement E-mail is not received, please contact the purchaser</p> <p>The Technical proposal(unpriced) should contain:</p> <ul style="list-style-type: none"> <li>• The Technical proposal (un-priced) along with all related technical brochures &amp; supporting documents.</li> </ul> <p>The Financial proposal should contain:</p> <ul style="list-style-type: none"> <li>• The Financial proposal (priced) based on Price Schedule Form at Annex B.</li> <li>• Bid Submission form (Section IV)</li> <li>• Bid Securing Declaration (Annexure C)</li> <li>• Performance Security Form (Annexure D)</li> <li>• Vendor Information form (Annexure H)</li> <li>• Non-Collusive Affidavit (Annexure K)</li> </ul> <p>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, Clause 16.2 for contact details.</p> <p>Please provide the following details of the participants for the Bid opening, through email: <a href="mailto:harenis@srilankan.com">harenis@srilankan.com</a> by 8.30a.m. on 18<sup>th</sup> April 2026 Sri Lankan time GMT +5:30 Time Zone) in order to organize the Security passes to enter SriLankan premises:</p> <ol style="list-style-type: none"> <li>1) Company Name:</li> <li>2) Name/NIC No of the participants: (Maximum 01 participant)</li> <li>3) Driver’s Name /NIC No (if any):</li> <li>4) Details of the vehicle (if any):</li> <li>5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.</li> </ol>
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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 arrive after the deadline for submission of bids in accordance with ITS Clause 11.1 above.
14. Opening of Bids	<p>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.</p> <p>14.2 A representative of the bidders may be present and mark its attendance.</p> <p>14.3 Presence of the supplier will not necessarily ensure the selection of the proposed goods.</p>
<b>E: Evaluation and Comparison of Bids</b>	
15. Non conformity-ties, Errors, and Omission	<p>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.</p> <p>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 non-conformities of omissions in the bid related to documentation requirements. Such an 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.</p> <p>15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:</p> <p>(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.</p> <p>(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</p> <p>(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.</p> <p>15.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid-Securing Declaration shall be executed.</p>

16. Clarifications	<p>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.</p> <p>16.2 The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS.</p>
17. Responsiveness of Bids	<p>17.1 The Purchaser will determine the responsiveness of the bids to the documents based on the contents of the bids received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>

<p>18.Evaluation and Comparison of bids</p>	<p>18.1 The following factors &amp; 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).</p> <p><u>Minimum Eligibility Criteria</u></p> <ul style="list-style-type: none"> <li>I. At least 2 industry references of similar or higher scale engagement at enterprise level during last 3 years.</li> <li>ii. Complete the Compliance Sheet for all the clauses as requested in Annexure A</li> <li>iii. Certification letter from the principle indicating bidder’s partnership level and validity</li> </ul> <p><u>Evaluation Criteria</u></p> <ul style="list-style-type: none"> <li>I. Inclusion of scope of services as requested under Section 2.0 of Annexure A</li> <li>II. Compliance to provision a server virtualization solution according to the items provided in section 3 of Annexure A.</li> <li>III. Commitment to meet service level targets and service credit scheme as requested in Section 3 of Annexure A</li> <li>IV. Total final cost for 03 years</li> <li>V. Credit terms as same as or better than specified</li> </ul> <p>Note - SriLankan Airlines shall consider all bids which are compliant with the minimum eligibility criteria for Technical &amp; Financial evaluation. The Technical evaluation will be based on the above Evaluation criteria and all Bidders who are complaint to the Evaluation criteria will be considered for the financial evaluation stage. The award shall be made to the lowest substantially responsive Bidder for 03 years.</p>
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19. Training and	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): <b>Audited financial statements for the last 03 years</b>
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.
<b>F: Award of Contract</b>	
22. Acceptance of the Bids	22.1 The Purchaser will accept the bids of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
23. Notification of acceptance	23.1 The Purchaser will notify the successful Bidder, in writing, that its bids has been accepted. 23.2 Within twenty-one (21) days after notification, the purchase shall complete the contract and inform the successful bidder to sign it. 23.3 Within twenty-one (21) 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, shall furnish the Performance Security amounting to a minimum amount of 5% of the agreement. SriLankan Airlines reserves the rights to request a 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 signing 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 : Ms. Niroshi Jayasuriya Address : Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka  Telephone : +94 197731845 Deadline for submission of bids is on or before 21st April 2026, 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
15.2	For <b>Clarification of bid purposes</b> only, SriLankan Airlines' address is: Attention: Hareni Madurawala Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94 (0) 19733 2870/ +94 (0) 19733 1845 Facsimile number: +94(0) 197335218 Electronic mail address: <a href="mailto:harenis@srilankan.com">harenis@srilankan.com</a> <a href="mailto:tharaka.hindurangalage@srilankan.com">tharaka.hindurangalage@srilankan.com</a>  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

#### Invitation For Bids for Provision of Server Virtualization Solution. CPIT/NCB/02/2025

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
01	Provision of server virtualization solution	1	Each	Airline Operations Control Centre, SriLankan Airlines	Based on the renewal timelines

## Section IV - Bid Submission Form

### Invitation For Bids for Provision of Server Virtualization Solution . CPIT/NCB/02/2025

**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 that 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 a Contract based on the Draft Agreement at 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 SriLankan Airlines is required.

## ANNEXURE A: Technical/General Specifications & Compliance Sheet

### Invitation For Bids for Provision of Server Virtualization Solution - CPIT/NCB/02/2025

Name of the Bidder & Address : .....  
Name of the Principal : .....  
Name of the Manufacturer : .....  
Brand : .....  
Model : .....

- Solution and its' components SHALL include the following general & technical characteristics at the time of proposal submission.
- Submission of these compliance forms (checklist 1 and 2) are mandatory.
- Interested Parties are expected to provide a Point-by-Point compliance statement for Objectives, General, Technical & Functional Requirements, with reference to detailed elaborations in the proposal in tabular form as seen below.

Note - This PART of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders. All the columns are mandatory.

#### Annexure A - Technical/General Specifications

#### Invitation For Bids for provision of server virtualization solution CPIT/NCB/02/2025

##### 1. BACKGROUND AND PURPOSE:

SriLankan Airlines Limited intends to procure a server virtualization solution to support its existing IT environment. The virtualization platform underpins critical enterprise and aviation systems essential for day-to-day operations.

Accordingly, SLAL invites proposals from qualified suppliers to provide the necessary licenses/subscriptions and related support services to ensure continued availability, security, and reliability of its IT infrastructure.

##### 2. SCOPE:

The selected bidder shall provide an enterprise-grade server virtualization platform on a three (03) year subscription/license basis to support the organization's existing datacenter environment. Overall summary of the scope is listed below

- 2.1. Provision of an enterprise-grade server virtualization platform on a three-year subscription and /or licensing basis.
- 2.2. Delivery of hypervisor licenses, centralized management software, and all enterprise features required for a highly available virtual server infrastructure.

- 2.3. The solution shall be sized to support twenty-three (23) physical servers with a combined capacity of five hundred and sixty (560) CPU cores, provisioning two hundred and twenty-four (224) virtual machines, consisting of approximately 90% Windows-based and 10% Linux-based operating systems.
- 2.4. The bidder shall install and configure the hypervisor software on all physical hosts; detailed description of the server hardware is included in **annexture B** (Applicable only for non-VMware solutions).
- 2.5. Centralized management platform(s) should be configured, maintained, and operated.
- 2.6. The bidder shall configure clusters, high availability policies, resource pools, virtual networking, and storage integration (Applicable only for non-VMware solutions).
- 2.7. The solution shall be integrated with the existing SAN using Fiber Channel and iSCSI protocols.
- 2.8. The solution shall be integrated with the existing LAN infrastructure without requiring network redesign.
- 2.9. The solution shall be integrated with the existing enterprise backup system.
- 2.10. The bidder shall develop a detailed migration plan in line with the current virtualization environment (Applicable only for non-VMware solutions).
- 2.11. The bidder shall perform test migrations in a non-production environment prior to production migration. Post successful testing the bidder shall migrate all existing virtual machines with minimal downtime and without data loss (Applicable only for non-VMware solutions).
- 2.12. Proven rollback procedures shall be provided for all migration activities (Applicable only for non-VMware solutions).
- 2.13. The bidder shall perform post-migration validation and performance tuning (Applicable only for non-VMware solutions).
- 2.14. The bidder shall ensure that the server virtualization solution/platform operates with a minimum uptime target of 99.9% per calendar month.
- 2.15. The bidder shall provide formal administrator training and knowledge transfer for technical staff.
- 2.16. The bidder shall provide full documentation, including architecture diagrams and operational procedures.
- 2.17. The bidder shall provide 24/7 hypervisor platform manufacturer support for three (3) years, including major and minor version upgrades, application and security level patches, and bug fixes.

**3. TECHNICAL SPECIFICATIONS:**

**3.1 TECHNICAL REQUIREMENTS**

Prospective bidders are required to submit a technical compliance check list in the format in annexure A. Failure to submit a duly filled compliance check list will disqualify the proposal from evaluation.

3.1.1.	General Requirements	<p>3.1.1.1. Bidders shall supply a solution from a vendor recognized as a top ten (10) global server virtualization solution provider by market share or recognized as a key alternative to VMware in recent reports by Independent Market Research Organizations (e.g. Gartner, Forrester, IDC, DCIG etc.).</p> <p>3.1.1.2. All software components must be supplied in their Principle/OEM-recommended production release at time of bid submission, with provisions for field upgradability to support future enhancements. At the time of commissioning, all versions and features, including any field upgrade options, must be the most recent and stable releases available to ensure optimal performance and longevity.</p>
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		<p>3.1.1.3. The bidder must provide manufacturers' certification confirming the support lifecycle assurance of the quoted solution (or product) for a minimum period of five (5) years from the date of delivery. This certification must be submitted along with the proposal to ensure long-term serviceability and support.</p> <p>3.1.1.4. The bidder shall submit a complete and itemized Bill of Materials (BOM) together with the proposal. The BOM must include all software, components, licenses, and quantities to deliver the proposed solution. All proposed items must be clearly listed, with technical specifications. Any optional or alternative items must be clearly identified.</p> <p>3.1.1.5. The proposed solution shall not be based on a hypervisor that operates as a role, feature, or component of a general-purpose operating system. Only purpose-built, bare-metal enterprise hypervisors providing an independent management architecture shall be considered. Hypervisor host systems shall be secure by design and shall not depend on Anti-Virus, EDR, XDR, or similar endpoint security software for host-level protection or risk mitigation.</p> <p>3.1.1.6. The proposed virtualization solution shall be a commercially supported, enterprise-grade platform backed by the Principal/OEM. Community-only, fully free, or open-source solutions offered without OEM-backed commercial support, defined support SLAs meeting SLAL requirements, and an established product lifecycle shall not be considered.</p> <p>3.1.1.7. The proposed solution shall include entitlement to all major and minor version upgrades, feature enhancements, security updates, and bug fixes for the hypervisor platform and its associated management software for the full duration of the three (3) year support period. The bidder shall assume full responsibility for planning, executing, and validating all such upgrades in strict accordance with the Service Level Agreements (SLAs) defined in Section 3.4. All upgrades shall be implemented in a manner that ensures correct installation, full principle/OEM support, and continued compatibility with existing virtual machines and application workloads. The bidder shall ensure that upgrade activities are carried out with minimal disruption to production operations, including appropriate scheduling and rollback mechanisms where required. All upgrade-related activities shall be performed entirely by the bidder at no additional cost to SriLankan Airlines Limited.</p>
3.1.2.	Existing Infrastructure Compatibility	3.1.2.1 Compatibility with the server hardware models included in <b>annexture B</b> . An OEM hardware compatibility matrix covering all listed server models, CPUs, NICs, and HBAs shall be submitted.

		<p>3.1.2.2. The proposed hypervisor solution shall provide compatibility with server models from the top ten (10) global server vendors by market share and/or those recognized as leaders in the latest independent market research reports (such as Gartner, Forrester, IDC, DCIG etc.). Compatibility must specifically cover server models relevant to the hypervisor deployment scope, manufactured within the last five (5) years up to the latest available models at the time of proposal submission, including CPUs, network interfaces, and storage controllers required to support the intended virtualization environment.</p>
3.1.3.	Licensing Requirements	<p>3.1.3.1. License coverage shall support a minimum of twenty-three (23) physical servers with a combined capacity of five hundred and sixty (560) CPU cores, providing sufficient resources to provision two hundred and twenty-four (224) virtual machines, consisting of approximately 90% Windows-based and 10% Linux-based operating systems. This shall include virtual machines hosting Oracle and Microsoft SQL Server databases, as well as Windows and Linux-based application servers. Detailed specifications of the physical servers are provided in Annexure B.</p> <p>3.1.3.2. Centralized management licensing for the entire environment.</p> <p>3.1.3.3. Inclusion of high availability, live migration, and storage migration features.</p> <p>3.1.3.4. Future scalability for additional VMs, hosts, and expansion of existing resources.</p> <p>3.1.3.5. Expanding number of VMs within the mentioned hosts (that are licensed) should not require additional licenses and / or should be free of charge.</p>
3.1.4.	Hypervisor Functional Capabilities	<p>3.1.4.1. Support for creation, cloning, templating, and snapshot management of virtual machines.</p> <p>3.1.4.2. compatibility for guest operating systems shall include, but not be limited to, Microsoft Windows Server versions from 2016 onwards as well as enterprise Linux distributions such as Red Hat Enterprise Linux versions 6 onwards and Oracle Linux versions 6 onwards.</p> <p>3.1.4.3. Hot addition and removal of CPU and memory, supported by the guest operating system.</p> <p>3.1.4.4. Non-Uniform Memory Access virtual machine placement.</p> <p>3.1.4.5. Live migration of running virtual machines with zero or near zero downtime.</p> <p>3.1.4.6. Support for virtual machine resource reservations, limits, and shares.</p> <p>3.1.4.7. Clustered deployment across multiple hosts is required.</p> <p>3.1.4.8. Configurable high availability policies and admission control</p> <p>3.1.4.9. Centralized management platform that provides unified management of all hypervisor hosts and virtual machines within the environment.</p>

3.1.5.	Storage Integration	<p>3.1.5.1. Integration with existing SAN storage over Fiber Channel network.</p> <p>3.1.5.2. Integration with existing SAN storage over iSCSI.</p> <p>3.1.5.3. Thin and Thick provisioning capability for virtual server creations.</p> <p>3.1.5.4. Virtual server storage live migration capability.</p>
3.1.6	Enterprise Backup system Integration	<p>3.1.6.1. The virtualization solution shall be fully compatible with the existing backup system for virtual machine backups, as detailed in <b>annexture C</b>, ensuring seamless integration and support for image-level backups. Any additional configuration, integration, or enablement required on the virtualization platform to support the existing backup solution shall be performed by the bidder at no additional cost to the customer.</p>
3.1.7.	Network Virtualization	<p>3.1.7.1. Support for standard virtual switches.</p> <p>3.1.7.2. Support for distributed virtual switches or equivalent functionality.</p> <p>3.1.7.3. VLAN tagging based on IEEE 802.1Q standards.</p> <p>3.1.7.4. NIC teaming or bonding for redundancy and load distribution capability.</p> <p>3.1.7.5. Operation without changes to the existing LAN and SAN network configurations.</p>
3.1.8	Information Security Requirements	<p>3.1.8.1. Role-based access control.</p> <p>3.1.8.2. Audit logging of administrative activities.</p> <p>3.1.8.3. Regular security patches and updates.</p> <p>3.1.8.4. Virtual machine encryption or equivalent functionality, where available.</p>
3.1.9.	Monitoring and Reporting	<p>3.1.9.1. A centralized resource and utilization monitoring dashboard for hosts and virtual machines</p> <p>3.1.9.2. Real-time alerts and notifications (server resources- CPU, RAM, etc.)</p> <p>3.1.9.3. Historical performance reporting and customized report generation.</p> <p>3.1.9.4. Capacity forecasting for hypervisor platform; detailed description of the physical servers is mentioned in <b>annexture B</b>.</p>
3.1.10.	Migration Requirements (Applicable only for non-VMware solutions).	<p>3.1.10.1. Migration of all virtual machines with minimal downtime.</p> <p>3.1.10.2. Assurance that no data loss occurs during migration.</p> <p>3.1.10.3. Post-migration validation and performance tuning.</p> <p>3.1.10.4. Rollback procedures shall be provided for all migration activities.</p>
3.1.11	Implementation Requirements (Applicable only for non-VMware solutions).	<p>3.1.11.1. Installation and configuration of the hypervisor on all twenty-three (23) hosts.</p> <p>3.1.11.2. Configuration of clusters for high availability, networking, and storage of redundancy.</p> <p>3.1.11.3. Benchmarking and optimization and Full as-built documentation.</p>

3.1.12.	Service Request Management	<p>3.1.12.1. The bidder shall provide the customer with portal access to raise service requests to Principal/OEM regarding hypervisor platform technical and non-technical issues.</p> <p>3.1.12.2. The portal must be available 24/7 to ensure continuous support.</p> <p>3.1.12.3. All service requests to Principal/OEM shall be supported in accordance with the Service Level Agreements (SLAs) defined in Section 3.4.</p> <p>3.1.12.4. Further to principle/OEM support, the bidder shall provide their own support services in accordance with the Service Level Agreements (SLAs) defined in Section 3.4.</p>
3.1.13.	Bidder's Profile & Other Requirements	<p>3.1.13.1 Bidder shall be an established organization with involvement in projects of similar scope for the enterprises at least for a period of 3 years prior to the RFP release date. Bidders shall submit comprehensive information of the company profile together with their proposal.</p> <p>3.1.13.2 The bidder shall provide written assurance that it employs at least 2 certified specialists, accredited by the licensing vendor, who possess proven experience in administering, maintaining, and supporting the hypervisor platform.</p> <p>3.1.13.3. Bidder shall submit at least 2 industry references of similar or higher scale engagement at enterprise level during last 3 years including reference contact(s) for verification</p> <p>3.1.13.4. Bidder Shall provide the certification letter from the principle indicating bidder's partnership level and validity.</p> <p>3.1.13.5. Any visits required to perform maintenance activities must be arranged in accordance with the agreed SLA terms specified in Section 3.4. The responsibility for fulfilling all prerequisites to obtain entry passes for vendor personnel lies with the vendor. SLAL will process the necessary entry passes provided that all required documentation is submitted by the vendor in advance. It is the vendor's obligation to request entry passes from SLAL well ahead of the scheduled maintenance visits.</p>

### 3.2. Training Requirements (Applicable only for non-VMware solutions)

3.2.1. The bidder shall provide OEM-authorized administrator-level formal training for a minimum of five (05) technical engineers. In addition, supervisor-level training shall be delivered covering system monitoring, reporting, and operational oversight. The training shall include structured knowledge transfer on migration procedures, high availability configuration, performance monitoring, and troubleshooting methodologies. Hands-on operational training should be scheduled and conducted during the implementation phase, enabling technical personnel to gain practical experience within the actual production environment.

### 3.3. Subscriptions/License delivery & Implementation

3.3.1. Bidder shall deliver the subscriptions/licenses to Srilankan Airlines Limited premises not exceeding the four (4) weeks from the date of purchase order. For non-VMware solutions, the entire implementation shall be completed within eight (8) weeks from the date of purchase order.

3.3.1.1. One percentage (0.5%) of total purchase order value will be applicable as Service Credit for each day of delay.

3.3.1.2. If the delays exceed 7 days, Sri Lankan Airlines has the right to cancel the full order without any commitment.

### 3.4. SERVICE TARGETS AND OTHERS

3.4.1. An incident Fault Severity will be categorized based on the extent to which the fault affects the smooth operation of mission critical business applications. The severity level (1, 2 or 3) will be identified by SLAL when the fault call is reported to the bidder and Principle/OEM. The incident service levels targets will depend on the severity level. This Service Level Agreement (SLA) incorporating service level targets (specified in this RFP or better) is a mandatory requirement for contract execution.

#### 3.4.2. Service Targets for Incidents

3.4.2.1.	Reporting Window	Principle & Bidder Response Time	Bidder On-Site Response Time
Severity 1: System malfunction, performance degrade, a complete failure of critical system with no temporary workaround including data corruption or security breach	24 x 7	1 hr	2 hrs
Fault Escalation: If no response within response time target, notification is as follows: The Bidder: TBD SLAL: TBD			

3.4.2.2.	Reporting Window	Principle & Bidder Response Time	Bidder On-Site Response Time
Severity 2: A partial failure with a temporary workaround is available	24 x 7	2 hours	4 hrs
Fault Escalation: If no response within response time target, notification is as follows: The Bidder: TBD SLAL: TBD			

3.4.2.3.	Reporting Window	Principle & Bidder Response time
Severity 3: Other issues	8 x 5	4 Hours
Fault Escalation: If no response within response time target, notification is as follows: The Bidder: TBD SLAL: TBD		

#### 3.4.3 Service Targets for Maintenance, Upgrades and Other Requirements

Patch/Upgrade Type	Severity / Impact	Bidder Acknowledgment	Deployment / Completion Time
Critical Security Patch / Hotfix	Severity 1 - Production VM or cluster impacted	Within 24 hours of principle/OEM release/notification	Within 72 hours of release/notification or a mutually agreed timeline
Non-Critical Patch / Minor Bug Fix	Severity 2 - No immediate production impact	Within 48 hours of principle/OEM release/notification	Within 10 business days of release/notification or a mutually agreed timeline
Major Version Upgrade	High impact - planned downtime	N/A (pre-scheduled)	Within mutually agreed timeline
Minor Version / Feature Upgrade, Other Requirements	Moderate impact - planned or minimal downtime	N/A (pre-scheduled)	Within mutually agreed timeline

3.4.4. Service support should also include quarterly health checks and performance checks carried out by bidder and/or principal/OEM.

### 3.5. SERVICE CREDIT

SLAL has the right to impose Service Credits for each hour (or part) of delay in response targets, for each hour (or part) of lapse in continued engagement of skilled resources for resolution, for a lapse in availability targets and for a lapse in service targets for maintenance, upgrades & other requirements. The rates applicable are as follows.

3.5.1. Severity 1 Incidents: US\$ 100/- per hour or part of

3.5.2. Severity 2 Incidents: US\$ 50/- per hour or part of

3.5.3. Each 5% (or part of) deviation in bidder acknowledgement / completion targets in maintenance, upgrades & other requirements: US\$ 50/-

3.5.4. The measurement will be based on occurrences and will be affected monthly. Service Credits will be deducted from payments due invoices.

3.5.5. Any measures, remedies, penalties, or compensation arising from a breach of the Principal/OEM-provided service levels shall be independent of, and shall not be offset against, the Service Credit Scheme applicable to the bidder.

## 4. DELIVERABLES:

An overall summary of the deliverables from the scope is listed below.

### 4.1 Enterprise-Grade Virtualization Solution

hypervisor licenses and centralized management software for three years, including high availability, live migration, automated load balancing, storage migration, and full enterprise virtualization features.

### 4.2 Hardware and Environment Compatibility

The solution must fully support existing servers, SAN (Fibre Channel/iSCSI), and LAN infrastructure, with OEM compatibility documentation demonstrating operation without hardware replacement or network redesign.

### **4.3 Implementation Services**

Installation and configuration of all twenty-three (23) hosts, set up clusters, HA policies, networks, storage, execute tested migrations with minimal downtime, provide rollback procedures, post-migration tuning, and full as-built documentation.

### **4.4 Monitoring, Reporting, and Optimization**

A centralized monitoring dashboard must provide real-time alerts, historical performance data, automated load balancing, capacity planning, and performance optimization across all 560 CPU (in 23 servers) cores to ensure stable virtual infrastructure operations.

### **4.5 Integration Deliverables**

integration with the existing backup system, support thin/thick provisioning, storage migration, virtual networking, role-based access control, audit logging, and regular security patches to maintain data protection and compliance.

### **4.6 Training and Knowledge Transfer**

Administrator-level hands-on training for at least five personnel, covering migration, high availability, monitoring, and troubleshooting, along with knowledge transfer documentation to enable ongoing operational management by internal technical staff.

### **4.7 Support and Service Delivery**

Provide 24x7x365 OEM support for three years, including updates, patches, proactive monitoring, portal-based service requests, SLA-based response/resolution, and quarterly performance and health checks with defined service credits for breaches.

### **4.8 Vendor and Licensing Assurance**

Supply certifications confirming long-term availability of licenses, top-five vendor recognition, license vendor partnership proof, and a detailed Bill of Materials listing all software, licenses, quantities, and optional/alternative items.

### **4.9 Delivery and Documentation**

Deliver licenses/subscriptions to SriLankan Airlines Limited within three weeks from the PO date, ensure verification prior to payment, and provide comprehensive documentation including architecture diagrams, operational procedures, and support contacts.

Annexure A: Compliance check list

<b><u>ANNEXURE A : TECHNICAL/GENERAL SPECIFICATIONS COMPLIANCE SHEET</u></b>			
<b>Specifications</b>	<b>Complied</b>	<b>Not complied</b>	<b>Remarks</b>
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
2.9			
2.10			
2.11			
2.12			
2.13			
2.14			
2.15			
2.16			
2.17			
3.1.1.			
3.1.1.1			
3.1.1.2			
3.1.1.3			
3.1.1.4			
3.1.1.5			
3.1.1.6			
3.1.1.7			
3.1.2			
3.1.2.1			
3.1.2.2			
3.1.3.			
3.1.3.1			
3.1.3.2			
3.1.3.3			
3.1.3.4			
3.1.3.5			
3.1.4.			
3.1.4.1			
3.1.4.2			
3.1.4.3			

3.1.4.4			
3.1.4.5			
3.1.4.6			
3.1.4.7			
3.1.4.8			
3.1.4.9			
3.1.5.			
3.1.5.1			
3.1.5.2			
3.1.5.3			
3.1.5.4			
3.1.6.			
3.1.6.1			
3.1.7.			
3.1.7.1			
3.1.7.2			
3.1.7.3			
3.1.7.4			
3.1.7.5			
3.1.8.			
3.1.8.1			
3.1.8.2			
3.1.8.3			
3.1.8.4			
3.1.9.			
3.1.9.1			
3.1.9.2			
3.1.9.3			
3.1.9.4			
3.1.10.			
3.1.10.1			
3.1.10.2			
3.1.10.3			
3.1.10.4			
3.1.11.			
3.1.11.1			
3.1.11.2			
3.1.11.3			
3.1.12.			
3.1.12.1			
3.1.12.2			
3.1.12.3			
3.1.13.			
3.1.13.1			

3.1.13.2			
3.1.13.3			
3.1.13.4			
3.1.13.5			
3.2.1			
3.3.1			
3.3.1.1			
3.3.1.2			
3.4.1			
3.4.2			
3.4.2.1			
3.4.2.2			
3.4.2.3			
3.4.3			
3.4.4			
3.5.1			
3.5.2			
3.5.3			
3.5.4			
3.5.5			

**Annexure B: Physical server specifications**

Feature	
Physical server CPU models:	Intel(R) Xeon(R) CPU E5-2660 v3 @ 2.60GHz, Intel(R) Xeon(R) CPU E5-2695 v3 @ 2.30GHz Intel(R) Xeon(R) CPU E5-2680 v4 @ 2.40GHz Intel(R) Xeon(R) Silver 4314 CPU @ 2.40GHz Intel[R] Xeon[R] CPU E5-2637 v4 @3.56GHz Intel(R) Xeon(R) CPU E5-2630 v3 @ 2.40GHz
Physical server models	HP ProLiant BL460c Gen9 HP ProLiant DL380 Gen9 HP ProLiant DL380 Gen10 Plus HP ProLiant DL360 Gen9
Number of sockets	44 (Two single socket servers and twenty-one two socket servers)
Virtualization platform version	VMware ESXi, 7.0.3
Total server counts	23
Total cores count	560

## Annexure C: Backup System Specifications

Feature / Component	Details	Notes / Requirements
Backup Software	Commvault	Current production version; all backups must be compatible with this version.
Virtual Machine Backups	Image-level backups	Must integrate with virtualization platform without disruption.
Database Backups	Oracle DB	Application-aware backups with point-in-time recovery support.
Exchange Backups	Microsoft Exchange	Application-aware backup with mailbox-level restore capability.
Active Directory Backups	Windows AD	Application-aware backup, supports object-level recovery.
MSSQL Backups	Microsoft SQL Server	Application-aware backup, supports transaction log backup and point-in-time restore.
SharePoint Backups	Microsoft SharePoint	Application-aware backup for farm, site collection, and item-level restores.
File-Level Backups	File system data	Supports agent-based file/folder backups on physical and virtual servers.
Integration Requirement	Virtualization Platform	Must support integration with the proposed hypervisor environment and centralized management system.
Backup Storage	NAS / Disk Libraries	Must be compatible with existing storage targets and networked backup repositories.
Retention and Recovery	As per SLAL policy	Supports defined retention periods (daily, weekly, incremental/differential/full backups, and recovery testing.)

**Annexure B - Pricing schedule**

No	Description	Brand/Model	Qty	Unit Price per year with maintenance, warranty and support	Total Price per year with maintenance and warranty support	remarks
<b>Grand total for 3 years</b>						

**ANNEXURE B: Price Schedule Form**

**Invitation For Bids for Provision of Server Virtualization Solution.  
CPIT/NCB/02/2025**

Name of the Bidder & Address : .....

Name of the Principal : .....

Name of the Manufacturer : .....

Description	Unit Price (If applicable)	Cost for the 1st year	Cost for the 02 <sup>nd</sup> year	Cost for the 03 <sup>rd</sup> year	Remarks
Onetime Cost					
Recurrent cost					
Any other costs					
Total Cost per annum					
Total cost for the project for 03 years					

**Payment terms: Quarterly in arrears with 45 days credit from the invoice date.(Advance payments are NOT accepted)**

Company Seal & Signature:

Date:

Please submit your proposal in LKR.

Above format is for your guidance only, you may add on any additional requirements to the above schedule.

**Price schedule table must be completed without any alterations to its format, and no substitutes shall be accepted**

Preferred payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice for each price component indicated in the above Price Schedule Form. **Advance payment is not acceptable.**

**Note: Please indicate the Payment term relevant to each price component indicated in the above Price Schedule Form. The bidders shall quote in USD or Sri Lankan Rupees (LKR). If a Local bidder submits a proposal in USD the relevant exchange rate applicable (CBSL) for the payment in LKR should be clearly indicated in the Price Schedule Form for payment in LKR.**

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 formats & complete all the cells with required information (Eg. Indicate the Price/Not Applicable or Included etc). 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 5% performance security:.....

Implementation lead time: .....

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

Method of payment :

Bank details :

Head Office :

Account Name :

Period of Agreement : \_\_\_ years commencing from \_\_\_ until \_\_\_ Price shall be fixed for the Term of the Agreement

..... [signature of person signing the Bid]

.....[designation of person signing the Bid with frank]

Date : ..... [insert date]

**ANNEXURE C: Bid Security Declaration Form**

**Invitation For Bids for provision of server virtualization solution - CPIT/NCB/02/2025**

**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**

**THIS IS A MANDATORY REQUIREMENT IF YOUR PROPOSAL IS SELECTED FOR THE AWARD. NON-ACCEPTANCE TO SUBMIT THE PERFORMANCE SECURITY SHALL RESULT IN REJECTING THE BID.**

[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.

## ANNEXURE F: Sample Contract Agreement

### **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  
**SRILANKAN AIRLINES LIMITED**

For and on behalf of

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Witness:  
  
Name:  
Designation:

\_\_\_\_\_  
Witness:  
  
Name:  
Designation:

**ANNEXURE G : Bid Acknowledgement Form**

**IMPORTANT**

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

.....  
Invitation for Submission of Bids for ..... **Reference No - .../...** is hereby acknowledged.

may expect to receive our proposal on or before  
.....  
.....

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

<b>Item</b>	<b>Details</b>
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed: .....  
Designation : .....  
Company : .....  
Date : .....

*Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.*



**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:

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

**ANNEXURE I: Extended Information Security Schedule**

**CHECK LIST 2**

This Data Security Schedule is for service providers, contractors, and other interested third parties (hereafter referred to as the Service Provider) "Services/Solution" means the scope of work covered in the respective Request for Proposals (RFP).

Name of the Bidder & Address : .....  
Name of the Principal : .....  
Name of the Manufacturer : .....  
Brand : .....  
Model : .....



Extended  
Information Security

## ANNEXURE J: 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 3 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 :

**ANNEXURE K: Non-collusion Declaration**

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

**Annexure III of Chapter 01**

**Non-collusion Declaration  
(Procurement Guideline Reference - 1.5)**

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ....);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....  
Signature of the Declarant

### ANNEXURE L: Data Security Schedule

This Data Security Schedule is for service providers, contractors, and other interested third parties (hereafter referred to as the Service Provider) "Services/Solution" means the scope of work covered in the respective Request for Proposals (RFP).

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
<b>1</b>	<b>Privacy Policies</b>		
<b>1.1</b>	Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as morefully set out in [ <a href="https://gdpr.eu/tag/gdpr/">https://gdpr.eu/tag/gdpr/</a> ] in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines.		
<b>1.2</b>	Service Provider shall process any Personal Data solely for the purposes identified by the relevant Agreement.		
<b>1.3</b>	Service Provider shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data.		
<b>1.4</b>	Service Provider shall notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal fine; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.		
<b>1.5</b>	Service Provider shall not engage any third-party provider or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such service . The Service Provider shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organizational measures to ensure a level of		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
	security commensurate with the risks associated with the Processing.		
<b>2</b>	<b>Security Governance</b>		
2.1	Solution and the Service Provider shall be at least compliant (preferably certified) with the latest ISO/IEC 27001 Information Security Management System (ISMS) standard.		
2.2	Service Provider 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.		
<b>3</b>	<b>Security Risk and Compliance</b>		
3.1	Service Provider 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.		
3.2	Service Provider shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.		
3.3	Service Provider shall notify SriLankan Airlines where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.		
3.4	Service Provider shall abide by the contractual agreements put in place with respect to SriLankan Airlines requirements which includes but not limited to data ownership and intellectual property rights.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
3.5	<p>Service Provider agreed that SriLankan Airlines may perform periodic assessment of the Service Provider’s publicly visible security posture where necessary and the results will be:</p> <p>a) Shared with the Service Provider and the Service Provider shall take reasonable action to fix the anomalies/vulnerabilities within an agreed timeline by both parties.</p> <p>b) Considered in the future engagement with the SriLankan Airlines.</p>		
<b>4</b>	<b>Personnel and Physical Security</b>		
4.1	Service Provider shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.		
4.2	Service Provider shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.		
<b>5</b>	<b>Security in Applications, Systems and Networks</b>		
5.1	Service Provider shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.		
5.2	Service Provider 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.		
5.3	Service Provider 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.		
5.4	Service Provider 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.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
5.5	Service Provider 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.		
5.6	Service Provider 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. The Service Provider shall apply security patches in mutually agreed timeline without any cost escalation.		
5.7	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to The Service Provider. If any vulnerability is found, The Service Provider shall agree to apply security patches in mutually agreed timeline without any cost escalation.		
5.8	Service Provider should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities.		
<b>6</b>	<b>Security in System Delivery Lifecycle</b>		
6.1	Service Provider 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.		
6.2	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.		
6.3	Service Provider ensure that access to program source code is restricted and strictly controlled.		
6.4	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders on request basis.		
<b>7</b>	<b>Data Security</b>		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
7.1	Service Provider 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 in liaison with SriLankan Airlines.		
7.2	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.		
7.3	Service Provider shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right to Information Act, No. 12 of 2016.		
7.4	Scheduled data backups should be available within the solution and the backup retention period should be 12 years for all SriLankan/service-related data.		
7.5	<b>SriLankan Data in Cloud Environment:</b> The Service Provider must operate a Layered Security model at the perimeter, core network, systems, application, and data layers to adequately protect SriLankan data.		
7.6	<b>SriLankan Data in Cloud Environment:</b> SriLankan data and application environment must be segregated from other entities' environments.		
<b>8</b>	<b>Authentication &amp; Password Compliance</b>		
8.1	The Solution should be capable of integrating with Microsoft Active Directory or The Service Provider shall use Role Based Access & Workflow Approvals (Segregation of Duties) with in the solution. The Service Provider shall apply following minimum the Password Policy rules with in the solution; Password age – 90 Days, Minimum password length – 8 Characters, Password change at initial login, Password Complexity (at least one 'UPPERCASE' character, at least one 'lowercase' character, mixture of numbers and/or symbols), lockout after 5 unsuccessful attempts, 30 minutes lockout duration, password history – 8 passwords)		
8.2	The Service Provider shall transfer Authentication information through secure protocols.		
8.3	The solution should be able to display the time and date of last successful login, and any failed login attempts to user.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
<b>9</b>	<b>Audit &amp; Event Logs</b>		
9.1	Application Audit Logs (including transaction logs), Database Level Audit Logs, and Event Logs (including successful/unsuccessful login attempts) should be available within the solution.		
9.2	The solution should be capable of keeping logs for all user activities, including administrative and privileged user activities, and system configuration changes.		
9.3	Solution and/or Service Provider(s) shall agree to transmit collected audit, security, and transaction logs to SriLankan Airlines on demand.		
<b>10</b>	<b>Encryption &amp; Anonymization</b>		
10.1	The Service Provider shall use industry standard encryption to encrypt Data in transit and Data at rest.		
10.2	Data anonymization minimizes the risk of information leaks. Service Provider shall deploy Data Anonymization technologies to personally identifiable data and any other applicable data set.		
<b>11</b>	<b>Connectivity and Access Control</b>		
11.1	The solution should be enabled with current TLS version certificates.		
11.2	The Service Provider shall protect Remote diagnostic and configuration ports.		
11.3	The Service Provider shall configure inactive Session timeout (for Application, Database, OS, Console)		
<b>12</b>	<b>Service Continuity (Following values are expected minimum and this is subjected to change based on the criticality of the solution)</b>		
12.1	Availability - 99.95% or higher		
12.2	Recovery Time Objective - 1 hour or less		
12.3	Recovery Point Objective - 1 hour or less		
<b>13</b>	<b>Right to Audit &amp; Monitor</b>		
13.1	The Service Provider shall agree that performance of the Services will be subject to audit and monitoring by SriLankan Airlines.		
<b>14</b>	<b>Legislative, Standards &amp; Regulatory Compliance</b>		
14.1	The Service Provider shall agree to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
14.2	Information shared or services obtained as part of SriLankan Airlines engagement The Service Provider 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).		
14.3	In the event the Solution and/or Service Provider(s) handle payment card information, the Solution and/or Service Provider(s) should be compliant for PCI DSS (Payment Card Industry Data Security Standard) standard and the certification should be up to date.		
14.4	Solution and/or Service Provider(s) shall comply with acts, regulations, circulars, guidelines are related to eLaws and policies of Sri Lanka government (published on <a href="https://www.icta.lk/act/">https://www.icta.lk/act/</a> ), including and not limited to, Sri Lanka Computer Crime Act No 24 of 2007 and Information and Communication Technology Act No.27 of 2003.		
15	<b>Evaluation of The Service Provider/Cloud Service Provider (CSP)</b>		
15.1	Service Provider agrees that SriLankan may perform periodic assessment of the CSP's security posture where necessary with advance notice.		
15.2	The Service Provider/CSP hosting SriLankan data shall maintain certification in good standing with 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.		