



**INVITATION FOR SUBMISSION OF BIDS FOR THE
PROVISIONING OF A FULLY AUTOMATED MAINTENANCE
INFORMATION MANAGEMENT SYSTEM (MIMS)
FOR
SRILANKAN AIRLINES**

IFB REFERENCE NO: CPIT/ICB 06/2020

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

CONTENTS

Page

Invitation for Bids	03
Abbreviations and Definitions.....	04
Section I – Instructions to Bidders (ITB)	05
Section II - Evaluation and Qualification Criteria	22
Section III - Bidding Forms	25
Section IV - Schedule of Requirements	32
Section V – Technical/ General Specifications & Compliance Sheet	33
Section VI - Draft Contract and Performance Security	90
Section VII – Vendor Information Form	103

Dear Sir/Madam,

IFB NO: CPIT/ICB 06/2020

INVITATION FOR BIDS FOR THE PROVISIONING OF A FULLY AUTOMATED MAINTENANCE INFORMATION MANAGEMENT SYSTEM (MIMS) FOR ENGINEERING DIVISION OF SRILANKA AIRLINES.

SriLankan Airlines hereby invites tenders for provisioning of a fully automated Maintenance Information Management System (MIMS) for Engineering Division of SriLankan Airlines. The bid document is attached herewith.

Bid should be submitted in a **sealed envelopes** with the IFB number clearly marked on the top left corner of each envelope addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 11.00 a.m. (Sri Lankan time: GMT +0530) on 10 November 2020.

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

Any inquiry/clarification about the Bid should be e-mailed to tharaka.hindurangalage@srilankan.com and sarath.jayathunga@srilankan.com to reach on or before 11.00 a.m. (Sri Lankan time: GMT +0530) on 12 October 2020.

Technical proposals will be opened at 11.15 a.m. (Sri Lankan time: GMT +0530) on 10 November 2020 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

**Chairman of Standing Cabinet Appointed
Procurement Committee,
Ministry of Tourism and Aviation.
On behalf of SriLankan Airlines Limited**

ABBREVIATIONS

SCAPC	Standing Cabinet Appointed Procurement Committee
PE	Procurement Entity
GCC	General Conditions of Contract
ITB	Instructions to Bidders
PS	Price schedule
SLR	Sri Lankan Rupees
TEC	Technical Evaluation Committee
USD	United State Dollars

DEFINITIONS

In this bid, the main terms are interpreted as indicated below;

1. 'The Contract' means the agreement entered into by and between SriLankan Airlines Ltd and the Supplier, together with the Contract Documents therein, including all attachments, appendices thereto all documents incorporated by reference therein.
2. 'Contract Document' means the documents listed in the Contract agreement, including any amendments thereto.
3. 'The Bid Price' means the price payable to the supplier under the Contract by SriLankan Airlines Ltd for proper performance of Supplier's Contractual obligations.
4. 'The Goods' means the Comprehensive Product which the Suppliers are required to supply to SriLankan Airlines Ltd under the Contract.
5. 'The Service' means those services ancillary to the supply, delivery to the district office and return of the destroyed & non-delivered goods, such as transportation and insurance and any other incidental service, and other such obligations of the supplier covered under the Contract.
6. 'The Supplier' means the natural person, private or government entity or a combination of the above, whose bid to perform the Contract has been accepted by SriLankan Airlines Ltd and is named as such in the Contract agreement.
7. 'Day' means calendar day.
8. 'Month' means calendar month.

SECTION 1

INSTRUCTIONS TO BIDDERS

- 1 The Chairman, Standing Cabinet Appointed Procurement Committee on behalf of SriLankan Airlines Ltd, is hereby inviting sealed Bids from the eligible bidders for the Provisioning of a Fully Automated Maintenance Information Management System (MIMS) for SriLankan Airlines.

The method of procurement for this procurement will be 'International Competitive Bidding – ICB' and the currency of bid shall be USD or Sri Lankan Rupees.

- 2 Bids shall be submitted as per the instruction given in the Bidding Document on or before 11.00a.m. (Sri Lankan time: GMT +0530) on 10 November 2020 to the following address by registered post or hand delivered to:

Attention : Senior Manager Commercial Procurement
Mailing address: SriLankan Airlines Limited
Commercial Procurement Department (IT Procurement)
Airline Centre, Bandaranaike International Airport,
Katunayake,
Sri Lanka

Late bids will be rejected. Bids shall be submitted in hard copy documents (03 copies) as specified above.

SriLankan Airlines or is not responsible for postal or any other delays.

- 3 A bid security declaration shall also be furnished along with the bid. Any Bid which is not accompanied by an acceptable bid security declaration at Section III – Annex C shall be rejected.
- 4 Bids shall be opened immediately after closing time at the address stated above. Bidders or their representatives authorized in writing by the bidder are requested to be present at the opening of bids.

5 SCOPE OF THE BID

SriLankan Airlines Ltd, is accepting proposals for an Enterprise Resource Planning System focused on Engineering, Maintenance, Repair, Overhaul, Material management & Asset Management activities at SriLankan Engineering Division. The requirement of SriLankan is described in this document, anticipating proposals from the reputed bidders worldwide.

This bid is for the Provisioning of a Fully Automated Maintenance Information Management System (MIMS) for SriLankan Airlines for a period of five (05) years.

The scope of Services, requirement and related specifications are described in detailed in Section V: SriLankan Airlines Ltd's Requirements of this document.

6 SOURCE OF FUNDS

Payments under this contract are financed by the funds of SriLankan Airlines Ltd.

7 ETHICS, FRAUD AND CORRUPTION

The bidder shall ensure that the bidder maintains strict confidentiality throughout the procurement process. The bidders shall observe the highest standard of ethics during the procurement and execution of the contract. The bidder shall not involve in

- a) "Corrupt practices" including offering, giving or soliciting, directly or indirectly, of anything of value to influence the action of the public official in the procurement process or in contract execution.
- b) "Fraudulent practices" which means misinterpretations or omission of facts in order to influence a procurement process or in contract execution.
- c) "Collusive practices" which means a arrangement of a scheme or arrangement between two or more bidders, with or without the knowledge of SriLankan Airlines Ltd to establish at artificial, noncompetitive levels and
- d) "Coercive practices" which means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect the execution contract.

8 ELIGIBILITY OF BIDDERS AND QUALIFICATIONS OF BIDDERS

The eligibility criteria for the bidders shall be as follows. Any bid which is not in compliance to these criteria SHALL NOT be considered for further evaluation and may be REJECTED. All Foreign and Local prospective bidders that fulfill these requirements are eligible to bid as a 'Single Party'.

8.1 ELIGIBILITY

- a. All prospective Service providers manufacturers / suppliers who are capable of providing the service are eligible for bid.

- b. Bidders shall possess legal rights to supply the services/goods under this contract as a single party.
- c. The successful bidders shall not have been blacklisted by Government of Sri Lanka or SriLankan Airlines Ltd.

8.2 QUALIFICATION REQUIREMENTS

- a. All bidders shall submit their legal and valid Business Registration Certificates along with the bid.

9 DETAILS OF LOCAL AGENTS (IF ANY)

Foreign bidders who submit their bids through a local agent (if any) shall declare the following information in the form of bid. Originals/copies of relevant documents shall be attached.

- a) The name, address and contact details of local agent(s).
- b) The year of registration of the business of the agent(s).
- c) A certified copy of the valid certificate of business registration.
- d) The original document of the power of attorney.

10 AGENT TO HOLD POWER OF ATTORNEY

Bids from agents representing principal bidders abroad shall not be considered for evaluation unless they hold a proper Power of Attorney from the principal bidder empowering the agent to offer bids on their behalf, to enter into a valid Agreement on behalf of the principals and to fulfill all the terms and conditions to the Contract, in the event of the procurement being awarded.

Such a power of attorney shall be signed by an authorized signatory of the principal bidder with two witnesses and certified by a notary public. Just a letter of authorization from the principal bidder shall not be accepted.

Nomination of agents after the bid has been submitted shall not be accepted. Agent nominated at the time of bidding shall not be changed within the period of Contract.

11 REGISTRATION OF CONTRACT

- a. Any person who acts as an agent or sub agent, representative or nominee for on behalf of any bidder shall register himself before submission of bid with Registrar of Public Contract Sri Lanka, as required by the Public Contract Act No. 03 of 1987. The original certificate of registration shall be submitted with the bid. The bids of those bidders who fail to submit such original certificate shall be rejected.

- b. The successful bidder shall register themselves prior to the award of the procurement, in terms of the Public Contract Act No. 03 of 1987. The procurement shall not be awarded to any bidder unless such bidder has submitted the Certificate of Registration issued in terms of the Public Contracts Act to the relevant Procurement Committee.
- c. The successful bidder shall provide the relevant particulars required by the Public Contract Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the procurement.

12 ELIGIBLE GOODS AND RELATED SERVICES

All the Services rendered under this contract shall be complied with applicable standards stipulated by SriLankan Airlines stipulated in Section IV, Schedule of Requirements.

13 SECTIONS OF THE BIDDING DOCUMENTS

13.1 The Bidding Documents consists of all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 7.

- Invitation for Bids
- Bid Acknowledgement Form **Volume II**
- Section I – Instructions to Bidders (ITB) **Volume I**
- Section II - Evaluation and Qualification Criteria **Volume I**
- Section III - Bidding Forms **Volume II**
- Section IV - Schedule of Requirements **Volume II**
- Section V – Technical/ General Specifications & Compliance Sheet **Volume II**
- Section VI - Draft Contract and Performance Security **Volume I**
- Section VII – Vendor Information Form **Volume II**

13.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

14 CLARIFICATION OF BIDDING DOCUMENT

A prospective bidder requiring any clarification of the bidding documents may notify SriLankan Airlines Ltd in writing or by sending an e-mail on or before 11.00 a.m. (Sri Lankan time: GMT +0530) on 12 October 2020, to the below mentioned contact details;

Name : Tharaka Hindurangalage
Designation : Senior Commercial Procurement Executive

Address : Commercial Procurement, SriLankan Airlines Limited,
Airline Centre, Bandaranaike International Airport,
Katunayake, Sri Lanka

Phone : +94 197331845

Fax : +94 197335218

e-Mail : tharaka.hindurangalage@srilankan.com

SriLankan Airlines Ltd shall respond to any request/s for clarification which shall receive before 21 days of the submission deadline. Response/s to any such clarification will be forwarded to all, including a description of the inquiry, but without identifying its source.

15 **AMENDMENTS TO BIDDING DOCUMENT**

15.1 At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.

15.2 Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.

15.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

15.4 Bidders are required to acknowledge receipt of any such addendum. The receipt of such acknowledgement assumes that the information contained therein has been received and they have been taken into account in their submission of Bids.

16 **COST OF BIDDING**

The bidder shall bear all costs associated with preparation and submission of the bid. SriLankan Airlines Ltd shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

17 **LANGUAGE OF BIDS**

The Bid, as well as all correspondence and documents relating to the bid (including supporting documents and printed literature) exchanged by the Bidder and SriLankan Airlines, shall be written in English language.

All bidding and supporting documents and subsequent correspondence (if any) shall be only in English Language.

18 **DOCUMENTS AND OTHER REQUIREMENTS COMPRISING THE BID**

The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 11,13 and 14;**
- (b) Bid Securing Declaration, in accordance with ITB Clause 24;
- (c) documentary evidence in accordance with ITB Clauses 35, that Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 35 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) The Bidder shall submit the following additional documents:
 - Company profile
 - Client references – Section V – Annex F
 - Audited financial statements for the last 03 years

19 **BID SUBMISSION FORMS AND PRICE SCHEDULES**

The Bidder shall submit the Bid Submission Form using the form furnished in Section III, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall fill and submit the following Compulsory Forms and in Section III along with the supporting documents.

Envelope 1

Bid Submission Form – Section III Annex A

Bid Securing Declaration – Section III - Annex C

Mandatory documents/supporting documents requested in Section V - Technical/General Specifications & Compliance Sheet.

Envelope2

Price Schedule – Section III Annex B

The Bidders shall submit their bids in forms and the schedules specified in Section III, V of this document. It shall be prepared in accordance with the instructions and it shall comply with all the terms and conditions of the bidding document.

20. CONFORMITY OF DOCUMENTS SUBMITTED

Each page of the forms and supporting documents submitted should be duly stamped and signed. Non submission of any form or supporting document requested in the bidding document (Specially in Section III and Section V) shall lead to rejection of the bid.

21 ALTERNATIVE PROPOSALS AS SEPARATE BIDS

No alternative proposals shall be submitted as separate bids. The bidder is allowed to submit only one bid for this procurement.

22. BID PRICES AND DISCOUNTS

22.1 There will be ONLY ONE ROUND of bidding.

22.2 The Bidder shall indicate on the Price Schedule (Annex B) in Section III the unit prices and the total cost of the services/goods it proposes to supply under the Contract.

22.3 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a the bidder may do so by indicating such amounts appropriately.

22.4 Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) on components and raw material used in the manufacture or assembly of goods quoted;
or

(b) on the previously imported goods of foreign origin

(l) However, Taxes shall not be included in the price but shall be indicated separately;

(ii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iii) the price of other incidental services

22.5 The Prices quoted by the bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 35.2.

- 22.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 22.7 Total final cost of the project for 05 years period and Credit terms proposed in the price schedules at Annex B will be considered during the evaluation. Length of the credit granted, and payment terms will be considered as an evaluation factor.

23. CURRENCIES OF BID

Bidder shall quote in Sri Lankan Rupees or USD.

24. BID SECURITY DECLARATION

- 24.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Section III - Annex C.
- a) Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with ITB Sub-clause 24.1, Shall be rejected by Sri Lankan Airlines as non-responsive.
- b) Bid Securing Declaration may be executed:
- (a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission form, except as provided in ITB Sub-Clause 24.1 or
 - (b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to ITB Clause 36
 - (c) If the successful Bidder fails to:
 - (i) Sign the contract in accordance security with ITB Clause 46;
 - (ii) Furnish a performance Security in accordance with ITB Clause 47;

25 BID VALIDITY PERIOD

- 25.1 Bids shall remain valid for a minimum period of 180 (One hundred and eighty) calendar days from the closing date of bid submission which is up to 08 May 2021 including the said date. Bid valid for shorter period may result in the Bid being rejected.
- 25.2 In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines Ltd may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Securing Declaration. A Bidder accepting such a request shall not be required or permitted to modify its bid already submitted.

26 TWO ENVELOP BIDDING PROCEDURE

- 26.1 The bidder shall submit the bid in two separate sealed envelopes clearly marked as follows;

- a) 'Technical Proposal' for Provisioning of a Fully Automated Maintenance Information Management System (MIMS) for SriLankan Airlines.
 - b) 'Financial Proposal' for Supply and Delivery of Provisioning of a Fully Automated Maintenance Information Management System (MIMS) for SriLankan Airlines.
- 26.2 These envelopes are required to be submitted simultaneously on or before the bid submission deadline.
- 26.3 The Technical proposal SHALL contain all the documents, samples and details specified in clause 19 of ITB.
- 26.4 The Financial proposal SHALL be submitted in the given format of the price schedule in Section III.
- 26.5 The Bid Opening Committee in the presence of the Bidder or their authorized representatives shall open only the Technical proposal at the time of closing of bid. The financial proposal SHALL be opened after the evaluation of the technical proposal.

27 FORMAT AND SIGNING OF BIDS

- 27.1 The bidder SHALL prepare one original set of documents comprising technical and financial proposals as described in Clause 19 and clause 24 of ITB and SHALL clearly marked as "ORIGINAL". In addition, the bidder SHALL submit a further one copy of technical and financial proposals clearly marked as "COPY". In the event of discrepancy between them, the original SHALL prevail valid. All bids are to be completed and submitted to SriLankan Airlines Ltd in accordance with instructions and conditions attached hereto.
- 27.2 The original and copy of the Bid SHALL be typed or written in indelible ink, shall be signed by a person or persons authorized to sign on behalf of the Bidder. Written Power of Attorney accompanying the Bid shall indicate such authorization.

28 SUBMISSION, SEALING & MARKING OF BIDS

- 28.1 Bidders submitting bids by post/ courier or by hand, SHALL enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelope as "ORIGINAL" and "COPY". These envelopes containing the original and the copy SHALL then be enclosed in one single envelope.
- 28.2 Completed Technical (un-priced) and Financial (priced) proposal SHOULD be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 06/2020 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope.
- 28.3 The inner and outer envelopes SHALL:
- (a) Bear the name and the address of the Bidder;

- (b) Be addressed to SriLankan Airlines in accordance with ITB Clause 29;
- (c) bear the description as **Provisioning of a fully automated Maintenance Information Management System (MIMS) for Engineering Division of SriLankan Airlines** and specific identification of this bidding process (**IFB NO: CPIT/ICB 06/2020**); and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Clause 32.

If all envelopes are not sealed and marked as required, SriLankan Airlines WILL assume no responsibility for the misplacement or premature opening of the bid.

29 DEADLINE FOR SUBMISSION OF BIDS

29.1 Bids must be received by SriLankan Airlines at the address below and no later than 11.00a.m. (Sri Lankan time: GMT +0530) on 10 November 2020

Attention : Senior Manager Commercial Procurement
Mailing address: SriLankan Airlines Limited
Commercial Procurement Department (IT Procurement)
Airline Centre, Bandaranaike International Airport,
Katunayake,
Sri Lanka

The following details of the bidder who wishes to hand deliver bids or participate for bid opening should be submitted to the e-mail address :

tharaka.hindurangalage@srilankan.com one day in advance to arrange security clearance:

- 1) Company Name:
- 2) Name/NIC No of the participants: (Maximum 01 participants)
- 3) Driver's Name /NIC No (if any):
- 4) Details of the vehicle (if any):
- 5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.

29.2 SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline SHALL thereafter be subject to the deadline as extended.

30 LATE BIDS

Any bid received after the deadline for submission of bids, for any reason, SHALL be unopened and returned to the bidder.

31 WITHDRAWAL, MODIFICATION, SUBSTITUTION AND OF BID

31.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and SHALL include a copy of the authorization in accordance with ITB Sub-Clause 27.2, (except that no copies of the withdrawal notice are required).

The corresponding substitution or modification of the bid must accompany the respective written notice, All notices must be;

(a) submitted in accordance with ITB Clauses 27 and 28 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", or "MODIFICATION", and

(b) received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 29.

31.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 31.1 SHALL be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 45.

31.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

32 OPENING OF BIDS

32.1 SriLankan Airlines Ltd SHALL conduct the bid opening in public at the address, date and time specified in the ITB clause 4.

32.2 First, envelopes marked "WITHDRAWAL" SHALL be opened and read out and the envelop with the corresponding bid may be opened at the discretion of SriLankan Airlines Ltd. No bid withdrawal SHALL be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" SHALL be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

32.3 The envelopes marked as Technical proposals shall be opened at this stage (financial proposals shall be opened after the evaluation of technical proposals) reading out the name of the Bidder and whether there is a modification, the presence of a Bid Securing Declaration, and any other details as SriLankan Airlines Ltd may consider appropriate. No Bid SHALL be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 34.

- 32.4 SriLankan Airlines Ltd SHALL prepare a record of the Bid opening that SHALL include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Securing Declaration. The bids that were opened SHALL be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present SHALL be requested to sign the attendance sheet.
- 32.5 The envelop marked as "Financial Proposal" of the qualified Bidders from the technical proposals WILL be opened after completion of the technical evaluations with the representation of those qualified Bidders.

Evaluation and Comparison of Bids

33. Confidentiality

- 33.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, SHALL not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 33.2 Any effort by a Bidder to influence SriLankan Airlines in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions MAY result in the rejection of its Bid.
- 33.3 Notwithstanding ITB Sub-Clause 33.2, if any Bidder wishes to contact SriLankan Airlines on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

34 CLARIFICATION OF BIDS (at the Bid evaluation stage)

To assist in the examination, evaluation, comparison and post-qualification of the bids, SriLankan Airlines may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to request by SriLankan Airlines SHALL not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response SHALL be in writing. No change in the prices or substance of the Bid SHALL be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SriLankan Airlines in the Evaluation of the bids, in accordance with ITB Clause 36.

35 RESPONSIVENESS AND PRELIMINARY EXAMINATION OF THE BID

Prior to the detailed evaluation of bids, SriLankan Airlines Ltd shall determine whether each bid is responsive and fulfill the preliminary requirements.

35.1 RESPONSIVENESS OF THE BID

- 35.1.1 SriLankan Airlines Ltd's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 35.1.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, SriLankan Airlines Ltd's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 35.1.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SriLankan Airlines Ltd and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

35.2 PRELIMINARY EXAMINATION OF THE BID

- 35.1 SriLankan Airlines Ltd SHALL examine the bids to confirm that all documents and technical documentation requested in ITB Clause 19 have been provided, and to determine the completeness of each document submitted.
- 35.2 SriLankan Airlines Ltd shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Clause 19.
 - (b) Price proposals, in accordance with ITB Clause 19.
 - (c) Bid Security Declaration, in accordance with ITB Clause 24.
 - (d) Meets the eligibility criteria as per the ITB clause 8 of this bid document

36 CORRECTION OF ERRORS

- 36.1 Provided that a Bid is substantially responsive, the ties, Errors, and SriLankan Airlines Ltd may waive any non-conformities or omissions in Omissions the Bid that do not constitute a material deviation.

- 36.2 Provided that a bid is substantially responsive, SriLankan Airlines Ltd may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 36.3 Provided that the Bid is substantially responsive, SriLankan Airlines Ltd SHALL correct arithmetical errors on the following basis:
- 36.3.1 if there is a 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 Ltd 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 price shall be corrected;
- 36.3.2 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
- 36.3.3 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.
- 36.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

37. Conversion to Single Currency (if applicable)

For evaluation and comparison purposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailed at the date of closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable

38. Evaluation of Bids

- 38.1. SriLankan Airlines SHALL evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 38.2. To evaluate a Bid, SriLankan Airlines SHALL only use all the factors, methodologies and criteria defined in this ITB Clause 38.
- 38.3. To evaluate a Bid, SriLankan Airlines SHALL consider the following:
- a) the Bid Price as quoted in accordance with clause 22;
 - b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 36.3;

- c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 22.2; and 22.3
- d) The methodology of evaluation to determine the lowest-evaluated bidder, is specified in Section II, Evaluation and Qualification Criteria.

38.4. SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 38.3, specified in Section II, Evaluation and Qualification Criteria. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and related Services.

If applicable, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow SriLankan Airlines to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section II, Evaluation and Qualification Criteria.

39. Comparison of Bids

- 39.1. SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 38.

40. POST QUALIFICATION AND VERIFICATION

- 40.1. After determining the lowest evaluated bidder, SriLankan Airlines Ltd will verify the post qualifications of the Bidder. SriLankan Airlines Ltd shall determine to its satisfaction whether the selected Bidder is qualified to perform the contract satisfactorily. This will be based upon the examination and verification of the documentary evidences submitted by the Bidder.
- 40.2. SriLankan Airlines Ltd will bear all staff, travel and subsistence costs of its own team of attendees for such visits. However, SriLankan Airlines Ltd will not be responsible for any and all costs of the Bidder in preparing, conducting and dismantling the tests and demonstrations.
- 40.3. Bidders failing to prove and verify the items/details submitted in the Bid in which the marks have been assigned accordingly, may lead to rejection of the bid based on these observations.
- 40.4. SriLankan Airlines Ltd may also contact or meet the clients of the reference site as submitted by the Bidder for verification.

40.5. In case a Bid is rejected based on post qualification verification, SriLankan Airlines Ltd will consider the next most suitable Bidder for selection.

41. ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

SriLankan Airlines Ltd reserves the right to accept or reject any bid or to accept part thereof, and to annul the bidding process and reject all bids, at any time prior to award of Contract or to place an order for a reduced quantity without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SriLankan Airlines Ltd action.

42. AWARD CRITERIA

SriLankan Airlines shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

43. NOTIFICATION OF AWARD

43.1 Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.

43.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

43.3 Upon the successful Bidder's furnishing of the signed Contract and performance security pursuant to ITB Clause 44, SriLankan Airlines will promptly notify each unsuccessful Bidder.

44. SIGNING OF CONTRACT

44.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.

44.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

45. PERFORMANCE SECURITY

45.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the total awarded contract amount. SriLankan Airlines reserves the rights to request for higher valued Performance Security. Form is included in Section IV, Annex K.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid- Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

Section II. Evaluation and Qualification Criteria

Minimum Eligibility Criteria

- I. The Bidder should have at least 05 years of industrial experience in terms of provisioning Maintenance Information Management Systems & Solutions with relevant expertise.
- II. The Bidder should have experience in *serving* at least 05 international Airlines with similar fleet capacity (25 or more aircrafts with mixed aircraft configurations) with end to end services on Maintenance Information Management System (MIMS). Solution should serve entirely to the full scope of the airlines requirement of namely Engineering, Maintenance and Supply chain management areas.
- III. The solution proposed should comply with European Union Aviation Safety Agency (EASA) /Civil Aviation Authority of Sri Lanka (CAASL) Requirement for the Operations and management of data within the solution.
- IV. The Bidder should comply with requirements of ISO/IEC 27001:2013, Payment Card Industry Data Security Standard (PCI DSS), Data retention policies, General Data Protection Regulation (GDPR) and other applicable legislative and regulatory requirements.
- V. The Bidder should be able to meet the mandatory business and technical requirements under Section V - Technical/General Specifications & Compliance Sheet.
- VI. Supporting documents and documentary proof to be submitted for all the requirements given in the section V of this bidding document.
- VII. Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. Following factors will also be considered.
 - a. Profitability of the company (Overall performance of the company and its effectiveness will be looked into)
 - b. Company solvency and going concern (Company's existing Debt/Equity and ability to continue will be looked into)
 - c. Liquidity of the company (Company's ability to pay its current obligations)
 - d. Asset Management (Company's efficiency in utilizing assets)

Evaluation Criteria

- I. The Bidder's point-by-point compliance with general, technical & functional requirements under Part 1 Section V - Technical/General Specifications & Compliance Sheet . It is essential that the Bidder clearly indicates any limitations and/or deviations.
- II. The Bidder's capability of carrying out on-site Product demonstrations, site visits. Proof of Concept (POC) & business user cases to verify specifications & performance requested under Part 2 in Section V - Technical/General Specifications & Compliance Sheet .
- III. System awareness, Strength of Technical support, service levels and service credit scheme requirements under Part 3 in Section V - Technical/General Specifications & Compliance Sheet .

- IV. Ability to integrate with SriLankan IT systems requested under Part 4 in Section V - Technical/General Specifications & Compliance Sheet .
- V. User awareness & Technical Training as requested under Part 8 in Section V - Technical/General Specifications & Compliance Sheet .
- VI. Customer feedback on at least 02 existing projects of similar systems implemented at enterprise level during past 03 years. Full Clientele of the solution provider in the field of Flight Planning Systems & Solutions deployed during past 05 years as requested under Part 6 in Section V - Technical/General Specifications & Compliance Sheet.
- VII. Implementation lead time is 12 months. Length of the implementation period will be considered as an evaluation factor. See further details in Part 5 of Section V - Technical/General Specifications & Compliance Sheet.
- VIII. Future enhancements and roadmap. Usefulness/quality of User Interfaces (UI) and User Experiences (UX). See further details in Part 7 of Section V - Technical/General Specifications & Compliance Sheet.

Evaluation of Technical Proposal

- a) The Technical proposal submitted by the bidders shall be evaluated based on the criteria mentioned in the table below. Only the bidders who obtain more than 70% score from the technical proposal will be eligible for financial bid opening.
- b) The bidder's point-by-point compliance with Section V - Technical/General Specifications & Compliance Sheet. It is essential that the Bidder clearly indicate any limitations and/or deviations. Just indication of "yes" without explanations and supporting documents will not be taken as the compliance and SriLankan Airlines Ltd will have the right to reject such offers.
- c) Bidders who do not get a minimum mark of 70 percent shall not be considered for further evaluation and their financial bids will be returned un-opened.
- d) Bidders shall score the minimum score as specified in (z) out of the weight percentage given in column (y) for each evaluation criteria described in column (x). Failure to obtain the minimum score in any of the evaluation criteria may lead to rejection of the bid.
- e) The final selection will be based on the total cost of the proposal for 5 years and the attractiveness of the payment terms offered.

No	Evaluation Criteria (x)	Weightage percentage (y)	Minimum score required (Out of percent weightage) (z)
1	The Bidder's point-by-point compliance with general, technical & functional requirements under Part 1 in Section V of the bidding document.	25	60
2	The Bidder's capability of carrying out on-site Product demonstrations, site visits/vendor references, Proof of Concept (POC) & business user cases to verify bid specifications & performance requirements under Part 2 in Section V of the bidding document.	10	40

3	System maintenance, strength of technical support, service levels and service credits scheme under Part 3 in Section V of the bidding document.	15	60
4	Ability to integrate with SriLankan IT systems and services as requested under Part 4 in Section V of the bidding document.	20	70
5	Implementation lead time is 12 months or less. Maximum implementation lead time is 18 months. Length of the implementation period will be considered as an evaluation factor. See further details in Part 5 of Section V .	10	70
6	Customer feedback on at least 02 existing projects of similar systems implemented at enterprise level (airlines/aviation industry or similar or larger sized organizations) under Part 6 in Section V of the bidding document.	10	40
7	Usefulness/quality of User Interfaces (UI), User Experiences (UX) and Solution roadmap under Part 7 in Section V of the bidding document.	05	50
8	User Awareness Programs & Technical Training requested under Part 8 in Section V of the bidding document.	05	40
	Total	100	

The details of the above requirements are explained in the relevant sections of this bidding document.

Implementation lead time

Implementation lead time is 12 months or less. Maximum implementation lead time is 18 months. Length of the implementation period will be considered as an evaluation factor. See further details in Part 5 of Section V.

Note:

Bidder shall submit the audited financial reports of years from 2017 to 2019 as documentary evidence. In case the audited financial report of 2019 is not available, bidder can submit the draft reports of with a justification.

The average annual turnover and the cash flow shall be of the bidder itself but not of any parent organization or any sister organization.

Section III. Bidding Forms

Table of Forms

Bid Submission Form – Annex A	Page 26
Price Schedule/Rate Sheet – Annex B	Page 28
Bid Security Declaration Form – Annex C	Page 31

Section III – Annex A

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

Bid Submission Form

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

Date: [Insert date (as day, month and year) of Bid Submission]

No: [insert number of bidding process]

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insert the number and issuing date of each Addenda (if applicable)]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements of the Goods and Related Services.
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 25, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 29, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 45 for the due performance of the Contract;
- (e) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the National Procurement Commission;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid submission Form]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of bidder]*

Dated on _____ day of _____ , _____ *[insert the date of signing]*

Section III – Annexure. B : Price Schedule Form
Provisioning of a fully automated Maintenance Information Management System (MIMS) for Engineering Division of SriLankan Airlines - CPIT/ICB
06/2020

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

It is mandatory to fill all fields.

Line Item N°	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Section V.					
1.1	Implementation cost					
1.2	Acquisition cost					
1.3	License cost (Please state licensing model and related cost. (Refer Section V- Sub section 3.Scope for details.)					
1.4	Integration cost with other systems					
1.5	Project management cost					
1.6	Scoping study					
1.7	Product Customization					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost					
1.11	Any other costs - Please specify					
	Sub-Total onetime cost for 5 years					

2.	Recurrent charges								
2.1	System usage fee								
2.2	Hosting charges								
2.3	Communication charges								
2.4	Any other requirements - Please specify								
	Sub-Total Recurrent cost for 5 years								
3.	<u>Maintenance & Support</u>								
3.1	Maintenance & Support Cost of the system for the first 3 years to meet the service levels stated in the Bid document. (Refer Section V – Part 3 for details)								
3.2	Maintenance & Support Cost for the 4 th year (Refer Section V- Sub section 3. Scope for details.)								
3.3	Maintenance & Support Cost for the 5 th year (Refer Section V- Sub section 3. Scope for details.)								
	Sub -Total Maintenance & Support cost for 5 years								
	All-inclusive total project cost for 5 years								
4.	Cost of increase of licenses - Optional (Indicate cost of increase of license with respect to offered licensing model/s. Refer Section V- Sub section 3.Scope for details.)								

Preferred payment term: Payments related to all-inclusive total project cost for 5 years will be Quarterly in arrears with 45 days credit from date of receipt of the invoice.

If different, please clearly indicate your payment terms related to onetime cost, Variable/Recurrent charges & Maintenance & Support Cost separately.

Advance payment is not acceptable. Should be at least 45 days credit from date of receipt of invoice.

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

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

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

Section III – Annex C

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

Bid-Securing Declaration

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

Date: -----[insert date by bidder]

*Name of contract -- [insert name]

*Invitation for Bid No.: ----- insert number]

To: SriLankan Airlines

Limited. We, the

undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Commission of Sri Lanka, for the period of time of years starting on the latest date set for closing of bids of this bid, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month] , [insert year]

Section IV – Schedule of Requirements

Procurement of fully automated Maintenance Information Management System (MIMS) for Engineering Division of SriLankan Airlines

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
	Provisioning & implementation of an organized, cohesive and functional fully automated Maintenance Information Management System (MIMS) for Engineering Division of SriLankan Airlines with the requirements indicated in section V. The product should include product customization to meet business, regulatory and government requirement, integration with relevant IT systems - both airline and external systems which includes customer carriers, state customs, border control systems and middleware support, Comprehensive backend infrastructure and supporting structure to support SriLankan cargo to meet the required SLA with 24/7 support services.	01	Each	IT Division of SriLankan Airlines	Based on the project implementation timelines

Section V - Technical/General Specifications & Compliance Sheet

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

1. INTRODUCTION

SriLankan Airlines, the National Airline of Sri Lanka. Launched in 1979, Sri Lanka's National Carrier is an award-winning airline with a solid reputation for service, comfort, safety, reliability, and punctuality. The airline's hub is at Bandaranaike International Airport in Colombo, providing convenient connections to its global route network of 109 destinations in 48 countries.

2. PURPOSE

SriLankan Airlines Limited, is accepting proposals for an Enterprise Resource Planning System focused on Engineering, Maintenance, Repair, Overhaul, Material management & Asset Management activities at SriLankan Engineering Division. The requirement of SriLankan is described in this document, anticipating proposals from the reputed bidders worldwide.

The purpose of this document is to provide the business and technical requirements and other guidelines specific to SriLankan Airlines and to identify and select a quality solution which could maximize the benefits for SriLankan Airlines.

Bidders interested in submitting proposals to provide such solutions are required to follow the recommended guidelines and instructions contained in this Request for Proposals.

3. SCOPE

The fleet managed by SriLankan engineering currently consists of Airbus families A330 & 320, And the total number adds up to 26. The proposed system should be capable of catering up to 35 aircrafts of SriLankan, and third party maintenance jobs as well.

The solution must be cost efficient, providing an improvement in existing procedures and process in order to streamline the operation, enhance the product supplied by the airline and ultimately increase revenue and profitability.

When proposing the bidder SHOULD consider following parameters related to current operation of SriLankan engineering.

Fleet - 25 full airbus fleet with wide and narrow body options	
Named users expected to be on new solution	- 400
Concurrent users who will access the solution at a given instance	- 120

Pricing for increase of user licenses should be with blocks of 25 in case of named users and blocks of 10 in case of concurrent licenses.

Note-

1. Due to the current pandemic situation, the SLAL has decided to go for scaled down operations and expect to originate the project with the minimum requirement which is 25 aircraft and 120 concurrent users. The proposals which address this requirement with lowest cost in first two years will be preferred. Please suggest the options for minimum cost operations in first two years.
2. Please identify additional costs for enhanced operations in the future. Example: Increase in the fleet or concurrent users
3. Clearly state possibility of providing special pricing plans and/ or discounts considering current pandemic situation which is to be normalised within two years which the pricing can be regularised to standard minimum bid.

All pricing information SHOULD only be stated in the 'price schedule form' provided in Section III

4. PROPOSAL PRE-REQUISITES

- A. Bidders SHALL sign a Non-Disclosure Agreement (NDA) with SriLankan Airlines prior to requesting any additional information. The terms and conditions in the NDA (Annexure D) are not negotiable.
- B. Sizing of the Solution:
 - I. Bidders SHALL thoroughly study and understand related parameters, functional relationships in-between applications, network segments, data flow and internal procedures before responding to this Procurement Exercise. As required, bidders may request additional information within the first 2 weeks after publishing of this invitation to bid in compliance with clause 4.A.
 - II. Bidders hold the explicit responsibility to perform an independent and accurate sizing assessment. If in doubt, results of such assessment SHALL be shared with SriLankan to validate and confirm prior to proposal submission timelines.
 - III. Bidders response must indicate external/internet connectivity bandwidth requirement for the optimum operation of the solution from SriLankan office-premises/Datacenter, as part of sizing exercise (provision of external/internet connectivity is a responsibility of SriLankan IT). Alternatively, the bidder can also propose a recommended network connectivity with guaranteed response levels and related costs separately.
 - IV. Bidders response must indicate network-port, VPN and/or other connectivity requirements.
- C. Bidders may propose one or more solution as per the requirements stated herein.
- D. Bidders SHALL clearly detail the dependencies, such as any additional hardware, software, licenses and efforts for the implementation/integrations which are not covered by the scope of work.
- E. Bidders are required to sign a **Support & Maintenance Contract** for a period of Five (05) years. Additionally, schedule for extension of Support & Maintenance Contract for next two (02) years (year on year Basis). Draft of Contract SHOULD be attached in the Proposal. Additionally, Schedule for extension of Support & Maintenance Contract for next 2 years term, in yearly step SHOULD be included to the proposal.

- F. In the event of termination or expiration of the contact, the bidder SHALL provide the necessary assistance to SLAL or any other third party selected by SLAL to ensure the solution is transferred to be managed by SLAL and such third party.
- G. Bidders SHALL be able to demonstrate previous experience implementing similar solutions in similar scale within last 5 years period (please indicate relevant clientele and project descriptions). Please indicate relevant clientele and project descriptions in format given in Part 6 of this document. Clients with Full solution implementation and modular implementation SHOULD be stated separately including the basic detail of the module implemented.
- H. Bidders SHALL indicate available Licensing models and recommend the best suited model based on outcome of sizing exercise.

In case of increasing licenses pricing should be provided in bidding document in below format
 Increase of cost per aircraft (indicate if any better option is available)
 Increase of Cost per increase of 50 named users (indicate if any better option is available)
 Increase of cost per increase of 10 concurrent users (indicate if any better option is available)

- I. Bidders SHALL indicate the adequate Skilled Human Resource availability to successfully complete the project within agreed timeline.
- J. Selected bidder for this project, SHALL obtain formal consent to change designated resources during implementation phase and replacement SHALL be in same or above skill level.
- K. Bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this Procurement Exercise. SLAL reserves the right to accept/reject wholly or partially any proposal without assigning any reason at any stage of the procurement process.
- L. The specifications provided in this Procurement Exercise are the minimum requirements of SriLankan Airlines. The bidder SHALL meet or exceed these specifications.
- M. Solution as a whole or components of the Solution SHALL be recognized and evaluated by independent assessment authorities/ agencies and recognized as leaders in respective field in last three (03) years (e.g. Radicati, Forrester, Gartner Magic Quadrant®, IDC etc.)
- N. The bidder SHOULD be Original Equipment Manufacturer [OEM] or authorized partner of OEM. In case of authorized partner of OEM, the bidder SHOULD submit Manufacturer Authorization Letter conforming the authorize partnership.
- O. The bidder, OEM and subcontracted parties of OEM or bidder should not be currently blacklisted by any Central/State Govt. dept. /Public Sector Unit.
- P. The OEM of the core solution SHOULD have been in the business for a minimum 5 years and the core solution SHOULD have a maturity of more than 5 years.

Abbreviation	Description
AD	Airworthiness Directive
ADD	Aircraft Deferred Defect
AIR	Aircraft Inspection Report
ALK	SriLankan (deriving from ALK call sign)
ATA	Air Transport Association (referring to ATA chapters
CDD	Cabin Deferred Defect
CMC	Central management Computer of Aircraft
DD	Deferred Defect
DGR	Dangerous Goods Regulation
EO	Engineering Order
ETOPS	Extended-range Twin-engine Operational Performance Standards
FC	Flight Cycle
FH	Flight Hour
FIFO	First in First Out
GUI	Graphical User Interface
HT	Hard time (Components)
IFSD	In Flight Shut Down
LLP	Life Limited Parts
MCC	Maintenance Control Centre
MH	Man Hour
MIMS	Maintenance Information management System
MOQ	Minimum Order Quantity
MOV	Minimum Order Value
MPD	Maintenance Program Document
MPN	Manufacturer Part Number
MRO	Maintenance, Repair, Overhaul Facility
NDA	Non Disclosure Agreement
P/N	Part Number (May also use PN)
PO	Purchase Order
RO	Repair Order
S/N	Serial Number (May Also use SN)
SB	Service Bulletin
SBU	Separate Business Unit
SGML	Standard Generalized Markup Language
SIEM	SECURITY INFORMATION & EVENT MANAGEMENT
WAC	Weighted Average Cost

5. MANDATORY DOCUMENTATION

Bidders SHALL submit following references for SECTION V as part of the proposal alongside other documentation made mandatory by the Bidding document herein;

REFERENCE	DETAILS
PART 1 PART 1-A PART 1-B PART 1-C	Point-by-Point compliance statement for General, Technical & Functional Requirements , with reference to detail elaborations in the proposal. Submission SHALL be in both hard copy and soft copy (excel).
PART 2	Product Demonstrations, Site Visits, Proof of Concept (POC) & Business User Cases to verify specifications & performance requirements.
PART 3	System maintenance, strength of technical support, service levels and service credits scheme
PART 4	Ability to integrate with SriLankan IT Systems and Services
PART 5	Implementation timeline to meet SriLankan Airline's requirements
PART 6	Customer feedback at enterprise level (Airlines/Aviation industry or similar sized organizations)
PART 7	Features and solution roadmap
PART 8	User awareness programs & technical training
ANNEXURE D	Non-Disclosure Agreement – See attached Page Page 70
ANNEXURE E	Comprehensive report on independent sizing exercise, methodology and results This SHALL be attached by the bidder
ANNEXURE F	Comprehensive Bill of Material Shall reflect logical deployment phases and related cost components separately. This SHALL be attached by the bidder
ANNEXURE G	Draft Support & Maintenance Contract for a period of one (01) year This SHALL be attached by the bidder
ANNEXURE H	Manufacturer Authorization Letter conforming the authorize partnership. This SHALL be attached by the bidder
ANNEXURE I	Information Security, Data Protection and Service Continuity Schedule. See attached Page 75
ANNEXURE J	Clientele Information Form

PART 1 - GENERAL, TECHNICAL & FUNCTIONAL REQUIREMENTS

Solution and its components SHALL include following general technical characteristics at the time of proposal submission.

Interested Parties are expected to provide a Point-by-Point compliance statement for **General, Technical & Functional Requirements**, with reference to detail elaborations in the proposal in tabular form as seen below.

Submission SHALL be in both hard copy and soft copy (excel).

Note – this PART 1 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders.

#	Category	Compliance		Remarks
		Yes	No	
A	General			
B	Technical			
C	Functional			

PART 1 – A: General Requirements

- A. Solution SHALL be “Off-the-Shelf”, meaning that the Solution is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any part of the Solution is a fully compatible extension of a field-proven product line, it SHALL have been publicly announced on or before the date that the proposal is submitted.
- B. Solution MUST provide required servers/appliances and/or cloud instances to deploy the proposed solution.
- C. All the appliances/modules of the Solution do not need to be from a single OEM, however it is mandatory to have seamless integration between internal components and existing infrastructure.
- D. Internal-connectivity requirements of the Solution components SHALL be addressed within the proposal scope.
- E. Solution MUST provide High Availability and adequate scalability for reliable operation.
- F. Solution SHALL provide a role-based access control with granularities.
- G. Solution SHALL support detailed user activity auditing and SHALL forward comprehensive logs to SIEM.
- H. The proposed solution SHOULD be feature-rich, fully managed and cost-effective. Solution SHALL fully integrate to existing architecture and functions to cater to SLAL requirements for the next five years.
- I. Cyber security related measures must have been taken into consideration when designing the total solution and it SHOULD contain firewalls, IPS/IDS, etc. where necessary to mitigate potential threats that arise internally and externally.
- J. The bidder SHOULD have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.
- K. The bidder needs to provide on-site, comprehensive, back-to-back warranty from Original Equipment Manufacturer (OEM) for the contract period from the UAT sign off date. This should also include all relevant software subscriptions (critical hot fixes, service packs and upgrades)
- L. The bidder should provide professional, objective and impartial advice at all times and hold SLAL interest and observe the highest standards of ethics, values, code of conduct, honesty and integrity while implementation of the solution and during contract period.
- M. In the case of any capacity or system features/functions limitation due to system design fault, the bidder SHOULD provide the necessary capacity or system features/functions on Free of Charge (FOC) basis. SLAL will have the right to reject the solution if such requirements are not met at implementation stage and no further payment will be carried out until whole requirement is met.
- N. In the case of any service interruption caused by system design fault during the entire contracted period (inclusive of any extensions), bidder MUST provide the desired solution within an agreed period and any operational or financial impact due to the said fault and subsequent resolution SHALL be compensated with Service Credits. Refer Service Level requirement in Part 3 of this document.
- O. The selected bidder SHALL not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of SLAL.
- P. Only authorized partners/system integrators can participate for the solution delivery to SLAL (documentary proof is mandatory from principle).
- Q. Bidders team to provide, implement and maintain the solution, (Details SHOULD be indicated as an annexure to PART 3 of the bid.

- a. The bidder SHALL indicate the adequate Skilled Human Resource availability to successfully complete the project within agreed timeline.
 - b. The bidder SHALL obtain written consent to change designated resources during implementation phase and replacement SHALL be in same or above skill level.
- R. The solution SHALL be web supported. Bidder SHALL indicate if any local component is required to be installed for accessing full or part of the solution.
- S. Solution SHALL be accessible through mobile devices. Any component that needs to be installed to mobile devices SHOULD be supplied by the bidder or a contracted party of the bidder. All installation components SHOULD be made available for all common mobile device type (Android, iOS etc). All connectivity components SHOULD be constantly updated for security and operational patches. Bidder takes the responsibility of monitoring such updates and availability of the software through secure delivery mechanism.
- T. Solution SHALL be capable of providing comprehensive management information in format of reports, dashboards or any other means to support operational and management decision making.
- U. Solution SHALL cater capability to record certified staff stamps or electronic signature.
- V. System SHALL have Validation Capabilities to detect information discrepancies, invalid data entry or missing information and alert on discrepancy or missing information.
- W. System SHALL be capable to handle technologies like 2D-Bar Coding or QR coding (or a newer/different technology more efficient and cost effective) for the purpose of easy handling of physical items. These items MAY be but not limited to Tools, Work Cards etc
- X. System SHALL be lean process driven with readily improved processes, eliminating repetitive task which are possible to be automated. Eg – entry of staff number can be through barcode, QR code or biometric enabled. Entry of a material part number can be through use of barcode.
- Y. System SHALL have a mechanism for big data analytics to cater to any advanced analysis of data.
- Z. Proposals shall be submitted for cloud solution. The cost breakdowns and related details to be included separately in the price schedule.

PART 1 – B: Technical Requirements

- A. A dedicated account manager and a technical support hotline SHALL be appointed as Single Point of Contact (SPOC) to handle SLAL technical and business issues, queries and requirements, operating on 24x7x365 basis with proper procedures and processes in place to meet set Service Levels and to carry out service reviews regularly.
- B. System Performance
- The Bidder SHALL propose acceptable performance benchmarks (response time, report generation time, etc) for different levels of transactions in the solution. These benchmarks will serve to measure the adequacy of system performance levels and to identify any failure on availability targets
 - The bidder SHALL conduct monthly service reviews and present the performance of each service category against the agreed service levels. For any kind of service degradation, slowness issues or any other unpredictable behavior of the solution, the bidder SHOULD carry out necessary investigations to find out possible root causes and take necessary actions to overcome the situation. Bidder SHALL submit a comprehensive service review report including identified issues and actions taken to SLAL.
- C. Hosting
- Bidder SHOULD provide the infrastructure requirements for the on premise Option and Hosted Infrastructure if hosted outside SriLankan. SriLankan IT Systems is an ISO/IEC 27001:2013, ISO/IEC 20000:2011 & ISO 9001:2008 certified entity.
 - All the infrastructure components required as part of the solution SHALL be included with the proposal. Such as servers, storage, security devices, data cabling, internet links, VPN, Cloud network resources etc. Listed below are the current major hardware/Software platforms use in SLAL. It is essential that the proposed infrastructure solution support all of them.

Server Hardware	HP (Rack Servers: DL360, DL370, DL380 Blades: BL460c G8 & G9, BL620c) with Intel Xeon processors.
Operating Systems	Windows server 2008 to 2016 and above Linux (RH 5.2 to 7.2)
Virtualization	Hyper-V (win 2008 – 2016 and above) VMware (5.5 to 6.5 and above)
Storage	EMC XTREMIO EMC Unity
Database	MSSQL (2016 and above) Oracle (12c,19c)
Middleware Platform	IIS , WebLogic, JBoss , etc.
Renowned Applications	Microsoft applications (ex: SharePoint 2013, Exchange 2013 and above, etc.)
Infrastructure As a Service (IaaS)	Azure, AWS
Firewall	The security gateway for SriLankan corporate network is the main Firewall. All the external connectivity to the corporate network such as IPSec VPN and Internet services must access

	through the firewall. The gateway infrastructure will provide network authentication, accounting and access control. It is also equipped with the security virus wall for all the traffic of FTP, SMTP and HTTP/HTTPS. The technologies used include Checkpoint Firewall, TMG Servers, Cisco Secure Access Control server & adaptive security appliances.
Network Services	AD, MS Exchange, DHCP, WINS
Applications	Internally developed & third party applications Web Servers IIS 7.5 (.Net framework), ASP .NET 4.5 & 4.7 Set of Web servers are load balanced with Windows IIS load balancing.

- c. Bidder SHALL provide a separate cost breakdown for the requirement mentioned above (PART 1-B,C,b). SLAL has the right to decide whether to purchase all or selected infrastructure components from bidder.
- d. Separate, isolate non-production environments SHALL be maintained for hosting, Development, Testing, Demo instances, as required by the systems. Proposed infrastructure components in (PART 1-B,C,b). SHALL include the non-production environments hardware requirement as well.
- e. If Proposed system is hosted in public cloud environment, it should be from a reputed vender and OEM (Original Equipment Manufacturer) should feature in the latest Gartner's Magic Quadrant for under the "leaders" quadrant. Bidder SHALL provide a separate cost breakdown for cloud hosting option as well. SLAL has the right to decide whether to purchase components from bidder or provided by SLAL.
- f. The bidder MAY alternatively propose an innovative solution with their own architecture and product mix considering the total requirement mentioned. Bidder SHALL clearly detail out the advantages in terms of cost and service delivery of such a solution with supporting documents from industry and principles. Acceptance of such a solution for further evaluation is at the sole discretion of the technical evaluation committee of SLAL.
- g. In case of external hosting, bidder SHALL indicate a suitable connectivity parameter including initial and incremental bandwidth per user, RTT (round trip time) etc.
- h. It is preferred that suitable network connectivity up to SLAL premises in Sri Lanka, to be provided by the bidder ensuring required application performance. Please indicate the price for the network connectivity separately.
- i. In the case of local hosting option, bidder SHALL submit a list of equipment, which will be required for the installation of the solution in SLAL Office, along with space, environment and power requirements. Cost of the equipment and post warranty support to be indicated separately. SLAL will have the right to procure the hardware either from the bidder or any other local provider as per the specifications given in the proposal.
- j. In the case of local hosting, the bidder should provide details of support infrastructure which are accommodating the solution. This might include storage, Hosting Servers, Cloud Components, Switches, Tape Libraries, UPS, Load balancers and other hardware components not mentioned in other sections of the proposal.

- D. The proposed solution MUST include an in-built failover capability to handle system failures and to have an acceptable level of redundancy to provide 24x7x365 availability for all system features stated in the reply in case of power failure or any incident.
- E. The bidder SHALL maintain the solution to meet the industry security standards, including ISO27001 and ISO20000, during the contract period.
- F. The bidder SHALL ensure that any device that is connected to the Solution provided by the bidder on permanent or temporary basis (including Servers, PCs, laptops, network devices etc.) and any items used to provide the service SHALL comply with the security standards set by SLAL. SriLankan IT Division is certified for ISO/IEC 20000-1:2011 IT Service Management System Standard, ISO 27001:2013 for Information Security Management Systems and ISO 9001: 2018 for Quality Management in Software Engineering.
- G. The bidder SHALL be responsible with limited liability for the security of the information in transit of data network (excluding any breach of security by SLAL or any contractor, agent, or any other sub contracted party of SLAL).
- H. The bidder SHALL ensure that all devices and its running configurations would be readily available for inspection at any time by SLAL's technical staff and its representatives.
- I. The bidder SHALL inform SLAL prior to carrying out any change or scheduled maintenance work on any change that is being carried out on the data or software and SHOULD receive formal approval from authorized person in SLAL.
- J. SLAL has the right to keep alternative measures for data or any other services to meet the business continuity requirements.
- K. The solution should be scalable both on vertically and horizontally based on SLAL requirements.
- L. Currently SLAL MRO operations are carried out in AuRA system provided by Miro technologies (Acquired by Tapastry Solutions) It is essential that all the data in the current system to be migrated to the proposed solution. Bidder SHOULD clearly explain how they are supposed to migrate data seamlessly. Please indicate any costs related to the migration.

PART 1 – C: Functional Requirements

Functionally, the solution SHALL facilitate the requirements stated in below sub points

- A. Aircraft Health & Reliability Management
 - a. Manage Aircraft Delays, Cancellations & Interruptions
 - b. Managing Defects and CMC data monitoring
 - c. Managing Unscheduled Removals and IFSD
 - d. Alerting on AC health related events and subsequent Investigations support
 - e. Rogue Unit Alerting
 - f. Fluid Trend Analysis and Alerting
 - g. Technical Defects Analysis
 - h. Recurrent Defect Monitoring
 - i. Critical Defect Monitoring
 - j. Managing Aircraft Dispatch reliability
 - k. Managing System & Component Reliability
 - l. Managing Trends and long-term reports
 - m. Fleet Management
 - i. Life limits management
 - ii. Residual potential calculation
 - iii. Track flight hours, installed equipment's, and maintenance due dates.
 - iv. Define Defect Alerts for aircraft and Components
 - n. Search Component with repetitive failure
 - o. Display Failure rate for Specific component
 - p. Display Failure rate at system level, ATA Chapter level, Aircraft Level
 - q. Ability to issue periodic reliability report with delays per ATA, IFSD rate, ETOPS dispatch.
- B. Configuration Management
 - a. Define aircraft configuration at different level Model, fleet, sub fleet etc (allowable and current configuration model)
 - b. Track and control configurations
 - c. Define Aircraft Build
 - d. Define Installed Component
 - e. Define Component Assemblies
 - f. Define Maintenance Programme
 - g. Define SB/AD Status & Effectivity
 - h. Defining Effectivity of necessary parameters for end items (detailed sub component level)
 - i. HT/LLP Component Status
 - j. As-built and As-maintained
 - k. Revision Control & Approval Workflow
 - l. Configure Technical/cabin Log Recording (e-techlogbook module)
 - m. Configure Dispatch Reliability
 - n. Configuration Model Definition
 - o. loading of AIR file for a specific A/C
 - p. Part interchangeability management one way, two ways.
 - q. Demonstrate warning and alarm when inconsistencies are detected for configuration
 - r. Part number applicability & Interchangeability
 - s. MEL Administration

C. Engineering Management

- a. SB and AD initiation, tracking, accomplishments and status
- b. Record AD embodiment on the tail or appropriate structure level
- c. Present AD & SB status on a specific tail
- d. Alert based on AD due date and display remaining A/C to be affected and associated planning SB with warranty remedies
- e. Engineering Order (EO) management
 - i. EO Creation
 - ii. Creation of associated EO's (linked/EO's from logical results of previous or post accomplishment of another EO or task)
 - iii. Follow up of EO's or accomplishment monitoring
- f. Aircraft Weight and Balance Management and subsequent calculations including threshold exceedance alerting
- g. Revision Control & Approval Workflow
- h. Compliance Monitoring
- i. AD / SB (Publication) management
- j. Aircraft work scopes definition and management
- k. Components work scopes definition
- l. Component Modification Management & control
- m. ETOPS Management
- n. ETOPS Component Management
- o. ETOPS Tasks Management
- p. Show data of Delay, Cancellation & Interruptions per delay code/ ATA

D. Maintenance Programs

- a. Defining Letter Check Tasks
- b. Check Aligned / Out of Phase
- c. Component Overhaul Management
- d. Revision Control & Approval Workflow
- e. Compliance Monitoring
- f. Import MPD digitally (preferred SGML)
- g. ability to deal with different configurations and weight variants (possibility to manage several configuration in the maintenance program)
- h. Customizing "Airline maintenance program" from generic MPD and show activation.
- i. Print AMP and to export to excel and or to a predetermined template
- j. Upload of task card from OEM data base AMM Task content or live access to task data base.
- k. Definition of needed material expandable + consumable + tools + Spare parts needed

E. Maintenance Planning

- a. Maintenance Forecasting
- b. Line Maintenance Planning
- c. Base Maintenance Planning
- d. Shop Production Planning
- e. Cross-Slot Dependencies
- f. Resource Planning including Material, Labour & tools
- g. Simulation of work to foresee work loads
- h. Defining Work Packages Automatically & Manually
- i. Plan maintenance tsks and create work orders.
- j. Manage Inter-Task Relationships
- k. Import/Define AD/SB Status & Effectivity from source documents

- l. Define SB Embodiment Tasks/Packages
- m. Check Yield Management
- n. Maintenance slot allocation (tail allocation) in interface with Fleet planning system AIMS
- o. Ability for aircraft ageing simulation in the perspective of maintenance event forecast
- p. Capability to simulate Aircraft FH , FC and Calendar to collect all tasks having due date before next event
- q. Work scope Creation for a dedicated maintenance check for a specific tail number based on due dates
- r. MRO Production of the associated work package
- s. Work card creation
- t. Automatic generation of Task card for access panel opening/closing
- u. Man power Estimation of the findings rectification card (NRC based on historical data)
- v. "Alarm" or warning to check maintenance slot allocation compliant with elapse time.

F. Maintenance Scheduling

- a. Base, Line, and Workshop
- b. Hanger Bay Scheduling
- c. Resource Scheduling
- d. Calculation of amount of man hour per skill necessary to perform the check
- e. Evaluation of man hour available per skill.
- f. Present required and available MH per skill, raise alarm if necessary.
- g. Allocate employee for the event (roster) per skill & per shift. (Manpower allocation)
- h. Ground time design
- i. Change Impact Analysis
- j. Critical Path, Earned Value Management

G. Production Control/Monitoring

- a. Manage work through task, work order and work packages
- b. Automatic Defect/Task Linkage
- c. Work expiration control
- d. Time Management
- e. Work Time Tracking
- f. Work Progress monitoring
- g. Rotable administration during tasks
- h. Check/ Modification control
- i. Import/Decline Tasks
- j. Tracking Material (expendables & consumables)
- k. AD/SB Status Reporting
- l. Demonstrate impact on operational impact on prepared work package (ex: consideration of a finding, or correctable of defect associated to MEL deferred item).
- m. If maintenance check elapse time is not compatible with current status, trigger an alarm propose alternate options (impact on Gant chart)
- n. Possibility to report maintenance event summary (elapse time, man hour, material, Rotable).

H. Maintenance Control

- a. Mission / Flight Management
- b. Aircraft utilization records
- c. Deferred maintenance items (ADD, CDD, DD etc)
- d. Technical Defect Management
- e. Delays & cancellations
- f. Work Accomplishments
- g. Work progress control
- h. Aircraft Availability Optimization
- i. Track and solve identified discrepancies.
- j. Display / update A/C MEL status
- k. Ability Check Stock Availability, Component identification for event, P/N (interchangeability)
- l. MCC alerted Short term planning (PPC)
- m. Short term planning and determining next embodiment slot
- n. Arrangement of Manpower, consumable, expandable, tools for short term planned work
 - i. Short term planning, preparing Job card if required
 - ii. Track Material or Part request status

I. Capacity Modelling

- a. Capacity Forecasting
- b. Capacity Simulations
- c. Simulating and managing Fleet Growth/Retirement
 - i. Simulation capabilities (add more resource, impact on next planed visits, ...)
 - ii. Simulate a yearly hangar visit Planning for an A/C and shop visit plan for LLP's
 - iii. Simulate hangar occupation plan and resources
- d. Managing asset Program Changes
- e. Budgeting and financial Forecasting
- f. Produce of the maintenance planning ("Gant Chart like"), based on standard shift resources.

J. Power Plant Management

- a. Power plant Forecasting
- b. Power plant Planning
- c. Work scope and Task Management
- d. Engine Shop Control
- e. Engine Event Tracking
- f. Engine Reports

K. Line Maintenance

- a. Line Maintenance Execution
- b. Gate / Ramp Management
- c. Task Assignment / Clock On
- d. Non-Routine Management
 - i. Short Term Maintenance Planning
 - ii. Defect Histories and Troubleshooting
 - iii. Viewing MEL Electronically and association MEL based events for different activities
- e. Fluid Uplifts Management
- f. Flight Data Import
- g. Dispatch Reliability from Line Maintenance perspective

- h. Release to Service management
- i. Viewing interchangeable part details
- j. Attach dirty finger print document or reference
- k. Access maintenance data at work location
- l. Viewing SB status, MOD status of a part number
- m. alerts on component applicability's for different locations
- n. Availability of the MDSD for the consumables

L. Base Maintenance

- a. Hangar Utilization Planning
- b. Production Planning
- c. Production Monitoring
- d. Task Assignment / Clock On
- e. Non-Routine Management
 - i. Record work carried out, time worked and parts used.
 - ii. Task Status Definition
 - iii. Integrated Materials Requisitions
 - iv. Work Sequencing
 - v. Defect Visibility
- f. Employee Experience Log
- g. Tool Control
- h. Inspection, Labor Status management & control
- i. Work in Progress Monitoring
- j. Barcode Tracking
- k. Cost Control (Budget VS. Actual)
- l. Team Working Support
- m. Attach dirty finger document or reference

M. Workshop Maintenance

- a. Work Scope Control
- b. Form 1 Generation
- c. Bid Estimation
- d. Completion Forecasting
- e. Task Assignment / Clock On
- f. Non-Routine Management
 - i. Shop Production Planning
 - ii. Shop Maintenance Execution
 - iii. Record work carried out, time worked and parts used.

N. Materials Planning

- a. Material Demand Forecasting
- b. Capability to filter forecasted material to upcoming scheduled maintenance
- c. Just- in-Time Ordering
- d. Alerting logistics manager for material missed from procurement planning

O. Materials Management

- a. Stock Movement and Control
- b. facility to manage inventory of multiple Owners (when stocks of other airlines are stored with ALK to be used for maintenance at workshops, line or hangar)
- c. Facilities for Tool Control
- d. Depreciation and Valuation of Inventory
- e. Blanket order administration
- f. Material Acquisition Management
- g. Material Supply Management
- h. Suppliers Administration
- i. Order Control
- j. Shortage Control
- k. Traceability of Batch/Serial Number of components
- l. Service Level Analysis for vendors
- m. Part Request Management (Ordering parts to Work order and how different part classifications are managed)
- n. Material replenishment cycle (Part Request, Purchase Request, purchase order, date tracking, shipment tracking, Good receipt note, inventory position etc.)
- o. Receiving Parts / Goods
- p. Part availability tracking

P. Receiving and Shipping Management

- a. Material Receiving
- b. Material Technical Inspections
- c. Component Documentation Storage & Control
- d. Material Rejections
- e. Material Shipping
- f. Component Warranties
- g. Logistics reports, shipment per country per vendors.

Q. Warehouse Management

- a. Picking / Stocking Workflow
- b. Storage Management
- c. Stock Optimization Warehouse Management
- d. Automatic Provisioning of material
- e. Material Stock Adjustments
- f. Material Expiration Control
- g. Material Planning
- h. Material Tracking
- i. Managing Multiple Warehouses
- j. Stock Valuation
- k. Stock Control
- l. Analysis and predictions on inventory

R. Procurement Management

- a. Requisitions (procurement and repair)
- b. Bids and Quotes (procurement and repair)
- c. Contracts and Service Orders
- d. Lease and Consignment Orders
- e. Purchase Orders
- f. Vendor Management (procurement and repair)
- g. Approval Workflow
- h. Supplier capabilities
- i. Key performance indicators per suppliers, with following steps: Purchase order date, Shipment date, Receiving date, Quarantine entry date, Quarantine exit date, Store availability date.
- j. Isolating and identify PO's related to pool components
- k. Monthly report with expendables and consumables POs
- l. Solicitation of Bids through the system, system supported Bid receiving, Bid opening
- m. Availability of system supported Bid evaluation inclusive of assigning weightages for decision variables (Cost, Quality, Availability and after sales services)
- n. Issue POs, Show POs List and sorting possibilities, per PO number, per supplier, per P/N etc...
- o. Managing supplier's performance in respect to cost, quality and after sales service
- p. Identifying special spares which are subject to DGR, License requirements, long lead time items
- q. Special spares classification considering various factors like criticality for the operations, cost factors, market factors
- r. Managed programme (different Planned work) based ordering
- s. Assigning procurement tasks to different stake holders-buyers, assigning quires (MOQ, MOV, Alternate MPN)
- t. Measuring performances of the employees of the procurement section
- u. Advance payment management
- v. Management of loan/exchange process-alerting overdue, assigning costs in the various stages in the process (loan charge, recertification charges, AOG charges, handling charges and repair charges)
- w. Order frequency alerts
- x. Picking last purchase price, average price, last purchase supplier's information, special learnings related to procurement process
- y. Negotiated savings/Discount administrations
- z. Check list based on the given criteria to avoid non-compliances related to procurement process
- aa. Frequent auto generated reports which facilitate budgetary controls
- bb. System calculated shelf life of life limited items to deal with limitations
- cc. Measuring supplier responsiveness for RFQs, queries handling, when taking corrective actions for the discrepancy
- dd. Calculate cost at the point of receipt through absorbing all associated cost elements (Handling charges taxes)
- ee. Handling of damaged consignment (vendor offered Goods on work basis, items got damaged during transit, and how to validate the payment obligations)
- ff. Managing service acquisitions through the system-order completion process.
- gg. Managing return items (good returned to vendor for corrective actions after taking them to the warehouse)
- hh. Raising purchase order for different tasks and calculating inventory value (ii.e send fabric to the different organization for stitching)
- ii. System should be capable to handle freight invoices.

- S. Component Maintenance & Repair Management
 - a. Repairs (internal & External) Management and control
 - i. Efficient Order management mechanism (Management of Repair Order management life cycle efficiently within the Solution)
 - ii. Creating RO
 - iii. Printing RO (if required)
 - iv. Executing Repair Process
 - v. Repair Follow up
 - vi. Repair data availability including but not limited to data related to Part, Repair station, work scope, certificates requirement, contract reference, required date of completion
 - b. Rogue Unit Management
 - c. Turn Around Time monitoring of External and Internal repairs
 - d. Availability of mechanism to handling third party (Other Airlines) repair jobs
 - e. Identification of Rogue units along with Repair history, NFF & reliability measure and Analysis
 - f. Repair Vendor Management (Repair station details, capability, approved status, Process and mechanism for vendor approval management, mapping of PN vs Repair Station, etc)
 - g. Float definition, calculation and Management
 - h. Facility to upload initial inspection report (before initiating repair) including attachment of photos
 - i. Attachment of Repair Report (Shop Finding report) at order receipt
 - j. Loan, Exchange and Borrow management along with threshold of next due/delay fee accumulation.
 - k. Pool component management with system interface to Pool partner engagement. (effectively track all stages of pool item management)
 - l. Ability to identify in-house capability to effectively route components for repair (CAASL/EASA approved)
 - m. Show Time controlled Item (LLP + Hard time items) report with P/N S/N, Remaining potential.
 - n. Handling repair related communication through system
 - o. Supplier quotation handling management including request for quote, to quotation approval (Entire Process)
 - p. Forecasting potential component Failure
 - q. Forecasting component Repairs to facilitate staggering or any other requirement
 - r. Spares Management and Pooling
 - s. Rogue Unit Management
 - t. Management of Pool request (follow up , tracking) by Material department
 - u. Tool Management (calibration due dates, TAT monitoring of ROs)
 - v. Air Company Invoice handling through the system(Alerts on due threshold)
 - w. Redelivery of Aircrafts management system (report with LT data of AC components)

T. Warranty Management

- a. OEM Coverage Management
- b. Parts Coverage Management
- c. Repairs Coverage Management
- d. SB Coverage Management
- e. Claim Candidates Management
- f. Claim Management
- g. Technical Events and warranty Management
- h. Purchasing & repairs Warranties Management
- i. Warranty administration Management
- j. Contract Administration Management
- k. Vendor Management (Monitoring, Compliance, Approvals)

U. Asset Management

- a. Aircraft, Engine, Component Tracking
- b. Operational Usage Monitoring
- c. Cost Analysis
- d. Assembly Tracking
- e. Depreciation & Valuation
- f. Replacement Analysis
- g. AC acceptance Management
- h. AC Re-delivery Management

V. Finance

- a. Material & Service Procurement invoices
- b. Sales & Service Provisioning invoice Generation
- c. Maintenance Cost Tracking
- d. Budgetary allocation and controlling with proper procedures in cost management
 - i. Budget Creation
 - ii. Encumbrances
 - iii. Obligations
 - iv. Expenditures
 - v. Transfers
 - vi. Adjustments
- e. Billing
 - i. Work Order Billing
 - ii. Part Sales Billing
 - iii. Asset Rental
 - iv. Part Loans Billing
- f. Interface Capabilities with Financial tools
- g. Ability to issue a financial report for a particular event.
- h. Demonstrate financial report for a particular event (Third party C check).
- i. Present MIMS financial typical queries and report delivered with system.
- j. Manage currencies change rates, ledger codes, supplier data (could be imported from Oracle Finance.)
- k. Show Inventory report, explain depreciation calculation method and ALK required data inputs.
 - i. Possibility to generate detailed and summary inventory valuation reports
 - ii. Possibility to generate inventory aging report & life expiry dates of each item in the stock
 - iii. Ability to Create MIS reports based on user requirements

- iv. Ability to Provide different inventory valuation methods (FIFO/WAC) to use
- v. Ability to Show inventory valuation for New inventory items and items repaired through Internal and External Repairs
- vi. Ability to maintain fixed asset register (Rotable & any other) and depreciate them based on company policy
- vii. Generate accounting for depreciation/Additions/ transfers/ Disposals and interface them in to the Oracle Financial
- l. Monthly maintenance reserve payment mechanism based on actual utilization through the system
- m. Ability to maintain separate books of accounts for MRO operation and/or Separate Business Unit (SBU) operation

W. Quality Assurance

- a. AD Compliance
- b. Program Review Management
- c. Corrective Actions Monitoring
- d. Parts Quarantine Management
- e. Compliance Monitoring
- f. Refresher process including recurrent training management
- g. Complaints handling
- h. Shop capability Management
- i. Individual Licenses, Qualification & Certifications management
- j. Audit tracking
- k. Approval tracking
- l. Non- Conformities Tracking
- m. Quality Document Management
- n. Audit Program Management
- o. Vendor / subcontractor approval Management
- p. Tool Control tracking

X. Technical Document & Library Management

- a. Technical Publication request
- b. Technical Publication administration
- c. Publication reservation
- d. Copies Control
- e. Manage enterprise-wide digital document content
- f. Distribution of publication throughout SriLankan network
- g. Manage enterprise specific content (Customer Originated Changes) and approvals
- h. ALK Technical Library detect SB from screening
- i. Approval process for Technical Notices & Directives (EO, SB, AD etc)

Y. Technical Publications

- a. Document Library Management
- b. Technical Publication Authoring
- c. Import, Compare, Publish Technical Publications
- d. Revision Control & Approval Workflow

- Z. Customer Relationship Management (Third party Business)
 - a. Customer Queries Management
 - b. Sales & Service Orders Administration
 - c. Customer Retirements Management
 - d. Invoicing
 - e. Cash flow Monitoring
 - f. Customer Administration
 - g. Prices Administration
 - h. Budget Control
 - i. Cost, Charges and Profit Analysis

- AA. Training and Employee Management
 - a. Employee records
 - b. Roster and Detailing Management
 - c. Labor cost management & optimization
 - d. Employee Development
 - e. Training Management (e-learning, Question Bank, On-Line Exams, certification)
 - f. Licenses & Qualifications Administration
 - g. Track work performed by mechanics
 - h. Work Schedules Management
 - i. Craft / Skills Tracking
 - j. Certification Applicability Control

- BB. Process Management and System Administration
 - a. Business process mapping, management and control
 - b. Organizational Indicators
 - c. Procedures Tracking Action Management
 - d. System related requests management
 - e. Report generation and analysis for Management Information
 - f. User Administration (Role management, Rights management)
 - g. Collaboration & Communications management
 - h. Data Transfer and data links
 - i. Mobility (Support Android, iOS, Windows Mobile)
 - j. System Configuration & Management
 - k. System & user event log
 - l. System Parameterization
 - m. Operations & Data Audit
 - n. Security Management
 - o. Process Configuration
 - p. Notification Services Configuration
 - q. Digital Document Storage
 - r. Session timeout Management
 - s. Easy access control administration for the system functions & users

CC.Reports

- a. Show incoming inspection information record, part status update, history with latest repair, serviceable status, etc.
- b. Demonstrate capability to manage part in quarantine (due to various reasons: non proper certificates, part damage...)
- c. Present logistics reports, shipment per country per vendors.
- d. Present key performance indicators per suppliers, with following steps: repair order date, Shipment date, Receiving date, Quarantine entry date, Quarantine exit date, Store availability date.
- e. Demonstrate capabilities to manage complaints to supplier with complaint, submission date, resolution date.
- f. Show NFF rate report explains required data inputs for the report.
- g. Explain possibilities to connect to pool provider repair information (Air France A330, LHT A320) and other system aero- repair, etc
- h. Typical repair follow-up report
- i. Monthly report per A/C with DU (Daily Utilization), FH, FC, Block Hours, Time, Legs sectors,
- j. Engine Monthly report FH, FC, Event
- k. APU report FH, FC, Event (Explain general practices, calculation method if not based on real data...)
- l. ability to flag specific flights: training flights, touch and go, ...
- m. Generating Reports periodically

PART 2 - PRODUCT DEMONSTRATIONS, SITE VISITS, PROOF OF CONCEPT (POC) & BUSINESS USER CASES

Note – this PART 2 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders

- 2.1. Bidder is required to carry out product demonstrations to show the operation of the product with respect to requirements stated in this document
- 2.2. Short listed bidders are required to facilitate site visits for the evaluation team members to inspect the product in operation and the support provided.
- 2.3. A comprehensive POC to be conducted by the shortlisted bidder to ensure the functionality of the product quoted. This has to be carried out either in SriLanka or at vendors premises. In case the POC is carried out overseas the bidder is required to sponsor 3 persons from the SLAL
- 2.4. Bidders are required to submit business use cases to verify the specifications & performance requirements as and when necessary.

PART 3 – VENDOR PROFILE, SYSTEM MAINTENANCE, STRENGTH OF TECHNICAL SUPPORT, SERVICE LEVELS AND SERVICE CREDITS SCHEME

Note – this PART 3 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders

Category/Section	Description
3.1 Corporate Information	
Company's Name and Address	
Year of Incorporation	
Parent Company Name and Address (if any)	
Mission and Direction	
Core Competencies / Business	
Revenue for the 3 most current year-end periods	
Net Profit for the 3 most current year-end periods	
Contact Person's Name, Job Title and contact details.	
List of Global Offices	
Tenderer's website	
3.2 Experience	
SriLankan Airlines Project Experience - number of years - state the projects title (a brief description can be given as attachment)	
Aviation Industry Project Experience - number of years - state the projects title (a brief description can be given as attachment)	
Relevant Project Experience Reference (similar size and scope) - number of years - state the projects title (a brief description can be given as attachment)	
3.3 System Maintenance	

3.3.1. The System SHALL provide with comprehensive maintenance and configuration management tools including mechanism for remote system management and technical support.

3.3.2. A list of all resources which will be required to be allocated from SLAL technical team for the proposed solution including details of technical specifications of equipment product catalogues and any software versions & releases to be provided.

3.3.3. The bidder SHALL provide on-site training for Maintenance Technicians to support day to day operations of the system issues along with the relevant technical guides. Duration of the training should be minimum of 2 days and all the technical aspects to be covered.

3.3.4. The bidder SHALL provide a comprehensive system maintenance plan for the next 12 months which is updated periodically.

3.3.5. Sufficient redundancies and fall back mechanisms to be available to meet the service levels required.

SriLankan IT Service Desk (ITSD) functions as single point of contact for any IT related queries. It is the central Service Delivery agent to all SriLankan Airlines users. Key functions of the ITSD are Incident and service request Management, Problem Management, Change Management and Knowledge Management. ITSD team provides first level support for all IT issues. For second and third level support ITSD team coordinates with internal and external support teams.

ITSD functions in 24x7 basis and is accredited with ISO/IEC 20000-1:2011 , IT Service Management.

3.4 Service Levels

3.4.1. The award of the contract for implementation of the solution and support services shall be conditioned on the subsequent execution of a formal written Services Contract. The Service Level agreement should be finalized and be part-and-parcel of such an agreement. The Service Level agreement should be based on the service requirements stated throughout section V of this document.

3.4.2. Bidders should propose the expected Service Levels in a Service Level Agreement. This should include industry standard compliance components as well as penalties for non-conformity. Finalizing the Service Level Agreement with SriLankan Airlines is the responsibility of the prospective bidder/supplier. Bidder SHALL make sure to propose and maintain meaningful business related Service Levels appropriate to the operations now and in the future.

3.4.3. The bidder shall provide services in accordance with the agreed Service Levels specified in the Service Level agreement.

3.4.4. Bidder SHALL maintain Standard availability of the system at 99.99%. Sufficient redundancies and other high availability measures SHOULD be incorporated at the design stage and bidder SHOULD be able to explain clearly how the design caters for the requirements.

3.4.5. The bidder SHALL maintain all necessary systems and processes to monitor and report on Service Levels for and on behalf of SriLankan IT. Bidder SHALL generate reports on Service Levels and share with SriLankan IT Service Delivery Team, ITSD.

3.4.6.A maintenance window not exceeding 1 hour can be maintained monthly at a pre agreed convenient time slot for SLAL. This maintenance window can be used only for schedule maintenance if planned only and need to obtain prior consent from SLAL. This window will be excluded from availability calculation.

3.4.7.For the purpose of System Availability calculation, a system unavailability (inclusive of scheduled downtimes) is considered as a situation which renders the system to be:

- either be totally unavailable
- or Having a major impact on a critical business operation supported by the system
- or Hampering more than 50% of the users in using the application on normal operation

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

$$\text{Availability} = \frac{(\text{Total Time in Period} - \text{Unscheduled Downtime}) \times 100}{\text{Total Time in period}}$$

3.4.8.An account manager SHOULD be appointed by the bidder on implementation of the solution for all managerial communication to be channeled.

3.4.9.A support team SHOULD be established to provide 24x7 global support as per service levels defined below. The team SHOULD attend promptly for the issues, incidents and service requests.

3.4.10. The support team of the bidder SHALL support multiple methods for problem reporting on Services including but not limited to Telephone calls, emails, or through a published web portal (preferred) to SriLankan IT.

3.4.11. The bidder SHALL clearly define remote support procedures for 24x7 support to enable a smooth work flow and reduce operational problems which could occur in case of time zone differences

3.4.12. The bidder SHALL provide incident logs and reports for all incidents and problems.

3.4.13. The bidder SHALL provide necessary access to the non production environment SriLankan technical support teams.

3.4.14. The bidder SHALL shall agree to test all new releases or modifications to the system in the TEST environment before enabling to the users

3.4.15. Additionally, Preventive maintenance SHALL be carried out by Solution provider as part of this agreement, including but not limited to,

- 3.4.15.1. Prompt Patch updates and Version Upgrades
- 3.4.15.2. Quarterly health checks
- 3.4.15.3. Periodic optimization reviews
- 3.4.15.4. Monthly service reviews with operational statistics

3.4.16. Account manager or the Help Desk SHALL provide standard reports online or through pre agreed communication channel and Comprehensive incident reports including resolution and preventive action taken.

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

3.4.17.1. Level 1– Critical- an incident where any Service(s) (data, network, application or functionality) that has/have a critical business impact is/are not available to All Users of the affected Service(s). The Users have no alternatives to undertake critical business functions.

3.4.17.2. Level 2. – High – an incident where any Service(s) (data, network, application or functionality) that has/have a critical business impact is/are not available to part of (more than 50%) Users, or Complete failure of a major functional area. Users do have alternatives and workarounds available to be able to undertake critical business functions.

3.4.17.3. Level 3. –Low- an incident where any Service(s) (data, network, application or functionality) has/have a minor impact such as Transaction failure(s)/abort(s), or major validation error(s) on functions performed by Users.

3.4.17.4. Level 4 –Cosmetic - an incident where any other Service degradation not covered by definitions of Severity 1-3 Problems. In these cases, application software can be used without inconvenience but an incident of cosmetic nature has occurred. The remedy for these cases will be included in a Maintenance Release or amendment to the Source Code or next release of the Application Software as governed by the terms of the Agreement or SriLankan may order software upgrade as from time to time.

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

Finalization of the Service Level Agreement (SLA) is a prerequisite for the prospective bidders to proceed on the final evaluation.

3.4.18. The bidder SHALL fix all the Incidents and Problems as they become aware of the situation.

3.4.19. The bidder SHALL notify SriLankan ITSD as soon as the Supplier identify an unplanned outage.

3.4.20. The bidder SHALL provide escalation procedure (including supplier side escalations) for each type of incidents and problems.

3.4.21. The bidder SHALL perform and deliver to SriLankan IT a Root-Cause Analysis for any or all incidents that failed to meet a Service Levels in any given period, and for an occurrence of a Severity 1 or Severity 2 Incident /Problem.

3.4.22. Service Monitoring

3.4.22.1. The bidder SHALL do (or provide tools to SriLankan IT to do) 24X7 hrs. proactive service/ system monitoring.

3.4.22.2. The bidder SHALL do service / system improvements based on the outputs of Service Monitoring

3.4.22.3. The bidder SHALL configure Alerts to notify/warn on critical system components and business functions.

3.4.23. Change Management Procedures

<p>3.4.23.1. The bidder SHALL provide an industry standard Change Management Procedure to be in place for handling future modifications or enhancements.</p> <p>3.4.23.2. SriLankan SHALL request modifications to system via Change Request form which will be included in the maintenance agreement or by any availed electronic change management system and both parties shall mutually agree on deliverable dates.</p> <p>3.4.24. Maintenance and Planned outages</p> <p>3.4.24.1. The bidder SHALL agree with SriLankan IT on Planned Outages with a minimum pre notification period of 7 days (except in case of an emergency) or preferably through a mutually agreed schedule indicating Type of maintenance, Number of occurrences per year, maximum duration of planned outage, Date and Time, number of days for Pre-notification.</p> <p>3.4.24.2. All requests by the bidder for downtimes will be processed in accordance with the agreed Change Management process.</p> <p>3.4.25. Unplanned Outages</p> <p>3.4.25.1. The bidder SHALL notify SriLankan IT SD as soon as the Supplier identify the occurrence/need of an outage which is not included in the planned outage schedule.</p> <p>3.4.26. Backup and Restore</p> <p>3.4.26.1. The bidder SHALL ensure adequate backup procedure is in place for the systems provided including a back-up of data every 24 hours</p> <p>3.4.26.2. The bidder SHALL retain data for below given time frames that SLAL WILL have to such data on-line at any time.</p> <p>3.4.26.2.1. Aircraft maintenance data – Untill two years from retireing Aircraft from SLAL fleet.</p> <p>3.4.26.2.2. Other data – 12 years or maximum availability requered by EASA and CAASL regulations.</p> <p>3.4.26.3. Ensure an adequate backup schedule is maintained for the systems provided including a back-up of data every 24 hours. Also specify the available backup and data retention period.</p> <p>3.4.26.4. The bidder SHALL restore archived data to a non-production instance on SriLankan IT request.</p> <p>3.4.27. Business Continuity & Disaster Recovery</p> <p>3.4.27.1. The bidder proposal SHALL cover adequate Disaster Recovery and Business continuity aspects to support the critical business operations</p>	
3.5 Service Credits	
<p>3.5.1. A service credit scheme should be included in the Service Level Agreement. SLAL propose following Service Credit scheme and bidder can propose any other commitment to ensure the product stability,</p> <p>3.5.1.1. US\$ 500 per 1% or part of it lower from availability target set in Clause 3.4.3 above.</p> <p>3.5.1.2. US\$ 250 for the first hour and US\$ 50 for every hour exceeding the resolution target for Severity 1 incidents.</p> <p>3.5.1.3. US\$ 100 for the first hour and US\$ 25 for every hour exceeding the resolution target for Severity 2 incidents.</p> <p>3.5.2. The above proposed service credits do not anyway compensate the business loss to SLAL. As such regular failures and inability to meet the agreed service levels will be taken as SLA breach by the bidder. SLAL has the sole right to terminate SLA in such instances.</p> <p>3.5.3. For change request and new request targets the service credit terms of Severity 2 incidents is applicable unless mutually agreed by both parties on the duration.</p> <p>3.5.3.1. 50 USD per hour, if 50% of backup pool is not maintained</p>	

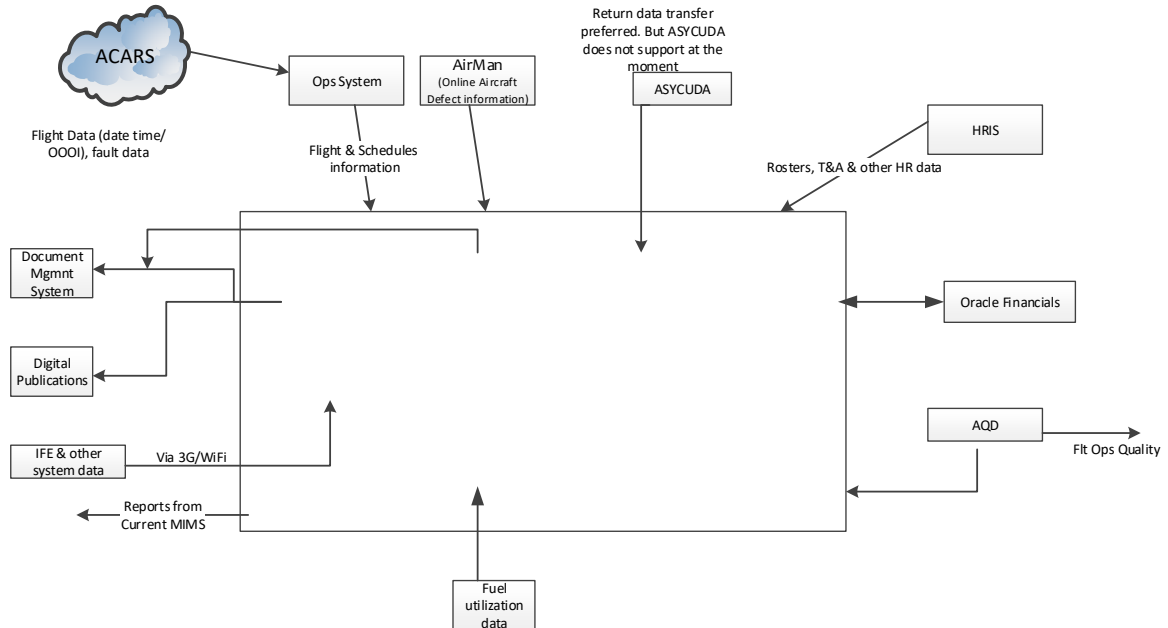
3.5.3.2. 10 USD per day, for failure to replenished the faulty equipment	
3.5.4. SriLankan Airlines will evaluate the effectiveness of penalties in the context of the requirements and negotiate with the prospective bidder to improve them.	
3.6 Awards and Certifications	
Award or Industry Recognition received	
Certifications received	
3.7 Resources	
Total Number of Staff Worldwide	
Total Number of Staff in Sri Lanka	
3.8 Account Management <i>(for each team member, all below details should be provided)</i>	
Number of Staff Managing Project	
Team Members' title	
Team Members' Role and Responsibilities for this project	
Years of Experience <input type="checkbox"/> with current employer provider <input type="checkbox"/> with prior employer(s)	
3.9 Technical Management	
Number of Technical Staff directly involved in the project	
Team Members' Title	
Team Members' Role and Responsibilities for this project	
Years of Experience <input type="checkbox"/> with current employer provider <input type="checkbox"/> with prior employer(s)	

PART 4 - ABILITY TO INTEGRATE WITH SRILANKAN IT SYSTEMS AND SERVICES

Note – this PART 4 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders

- 4.1. Solution SHALL integrate with Active Directory for user authentication and authorization based on Active Directory groups. Alternatively, the application should meet the Password Complexity standards in SLAL.
- 4.2. Solution SHALL seamlessly integrate with existing SECURITY INFORMATION & EVENT MANAGEMENT (SIEM) SOLUTION (McAfee Enterprise Security Manager) (required Connectors SHALL be included with The Solution i.e. connectors for SaaS offerings).
- 4.3. The solution will provide a **platform** that allows interfaces to be developed with other IT systems of SLAL (in the form of webservices). They SHOULD be deployable throughout the life cycle of the solution.
- 4.4. Solution SHALL seamlessly integrate with all necessary systems that would capture data from the system and also the system SHALL capture data for its use from their primary sources. Please see current data Sources in the diagram below ([figure 4.1](#)). Solution SHALL seamlessly integrate with either below or any industry standard system providing similar services which SLAL may opt for in the future based on commercial or operational reasons.
- 4.5. The proposed system SHOULD be able to provide webservices to interface to any product deployed at SLAL premises. System SHOULD allow such interfacing throughout Please provide the details of available web services on the system.
The interface requirements given for the current system given in 4.4 above and in figure

Figure 4.1



Maintenance Information System, High level diagram

External View

Currently Used Systems given above

Ops System – AIMS

Document Management System – Tool from STEX India

Digital Publications – Inhouse developed document publishing tool

IFE data extracted through Airface System through Teledyne equipment

Fuel Utilisation – extracted to in house developed system but analysed through Skywise

AQD – corporate quality management system

HRIS – solutions from Shenid SriLanka

Asycuda – Customs declaration system developed inhouse in collaboration with Sri Lanka customs

Oracle Financials – Oracle EBS

For details refer Interfacing Requirements-v1.3.xlsx

PART 5 - IMPLEMENTATION TIMELINE TO MEET SRILANKAN AIRLINE'S REQUIREMENTS

Note – this PART 5 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders

- 5.1. The SLAL expects the successful bidder to complete the project including data migration and process finalization in 12 to 18 months' time. Please submit a comprehensive project plan along with your proposal. Priority will be given to the proposals with better delivery period.
- 5.2. the bidder **SHOULD** be able to complete the project during the agreed time as per the project plan. Any delay will include 5% of the project cost every day and SLAL will have the sole right to terminate the agreement if the project is continuously delayed adversely affecting the operations.

PART 6 - CUSTOMER FEEDBACK AT ENTERPRISE LEVEL (AIRLINES/AVIATION INDUSTRY OR SIMILAR SIZED ORGANIZATIONS)

Note – this PART 6 of the proposal is **STRICTLY CONFIDENTIAL ONCE COMPLETED** by respective bidders

- 6.1. Bidder SHOULD make arrangements to obtain direct feedback to SLAL from minimum of three (03) clients who have deployed the proposed product.
- 6.2. A confidential questionnaire will be shared with the clients and it is the responsibility of the bidder to ensure the timely response from recommended clients.
- 6.3. Please indicate the clientele of the bidder for the proposed product along with modules used at different clients.
- 6.4. Please submit any publications or case studies on the products deployed by the bidder during last five(05) years.

Clientele	
Relevant Customer Reference (similar size and scope) - list three (3) references with contact details.	

PART 7 - FEATURES AND SOLUTION ROADMAP

This SHALL include, not limited to;

- A. Strategy: vendor SHALL elaborate their overall strategy/vision for improving proposed solution.
- B. Solution Maturity: vendor SHALL elaborate on their current solution maturity.
- C. Solution Roadmap: vendor SHALL elaborate their solution roadmap over the next 3 – 5 years and describe key capabilities that will be introduced with future platform/service releases

PART 8 - USER AWARENESS PROGRAMS & TECHNICAL TRAINING

- 8.1. Bidder SHALL ensure comprehensive training is provided for below groups.
 - 8.1.1. Application Users (two groups of user champions)
 - 8.1.2. Operations Users (Help Desk and other first Level Support staff)
 - 8.1.3. Technical staff (Network Administrators , database administrator and other back end support staff).
 - 8.1.4. Application Support staff (team who will directly support application administration, configuration changes etc)
 - 8.1.5.Trainers (Can be Application support staff or supper user/User Champions)
- 8.2. Bidder SHALL provide comprehensive training document set which is renewed along with any system upgrades or changes to be used for continuous training for different user groups
- 8.3. The technical support related training and documentation supplied by the bidder SHALL cover incident logging, update, escalation, service report generation etc.

ANNEXURE D - 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

1. 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.
2. 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
3. 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.
4. The Recipient agrees not to disclose the confidential information obtained from the Disclosing Party to anyone unless required to do so by law.
5. 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.
6. This Agreement shall commence on the date first written and signed below and shall continue thereafter for a period of 2 years, unless and until terminated by providing 30 days' notice in writing to the Disclosing Party. Notwithstanding the termination, the obligations and limitations with respect to protection, use, disclosure and return or destruction of Proprietary Information shall survive such termination and shall continue until such time the Parties hereto mutually agree in writing that such treatment is no longer warranted.

7. 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 E - Comprehensive report on independent sizing exercise

This SHALL be added by the bidder

ANNEXURE F - Comprehensive Bill of Material
(If applicable)

ANNEXURE G - Draft Support & Maintenance Contract

Please refer Section VI of the bidding document

ANNEXURE H - Manufacturer Authorization Letter conforming the authorize partnership.

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]

No.: [insert number of bidding process]

To: [insert complete name of SriLankan Airlines Ltd]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

ANNEXURE I - Information Security, Data Protection and Service Continuity Schedule.

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
1	General						
1.1	Access controls Procedures shall be available with regard to user identification and authentication, both technical (password/password security) and organizational (master user data)						
1.2	Access privilege controls (the prevention of prohibited activities that exceed the granted user rights within an IT system). Authorization model and access rights to meet requirements shall be available; with monitoring and logging of the same						
1.3	Transfer controls (for all aspects of the transfer of personally-identifiable data: electronic transmission, data transport, conveyance checks) shall be available						
1.4	Input controls (audit trail, documentation on data administration and maintenance) Procedures that support a historical audit of when data was entered, modified or removed (deleted), and by whom shall be available.						
1.5	Contract controls (assurance of policy-compliant processing of contractual data) Procedures (technical/organizational) shall be available defining the responsibilities of contractor and client.						
1.6	Availability controls (data shall be protected against accidental deletion or loss) Procedures for data archiving (physical/logical) shall be available						
1.7	Controls for separation of duties (datasets that are created for different purposes shall also be processed separately). Procedures shall be available to support the separate processing (storage, modification, deletion, transmission) of datasets that serve different contractual purposes.						
1.8	Availability of standard 'data processing validation controls. E.g.: error handling and reporting, exception reports						
1.9	Availability of an 'approval workflow' for key system level critical transactions						
1.1	Data migration between old systems to new system with data cleansing						
1.1	Availability of comprehensive application manuals						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
1.1 2	Provision for an Escrow agreement in the event the Service Provider is unable to support the application						
1.1 3	Provide In-house Application hosting information requirements						
1.1 4	Vendor shall provide accurate KPI's and Service level monitoring dashboard						
2	Privacy Policies						
2.1	The Third Party Organization shall comply with the obligations under the EU General Data Protection Regulation (GDPR) in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines (hereafter referred to as "Personal Data").						
2.2	The Third Party Organization shall process any Personal Data solely for the purposes identified by the relevant Agreement.						
2.3	The Third Party Organization shall have in place appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to Personal Data. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing of personal data and prevent unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data. For the avoidance of doubt in the event of a dispute between the Third Party Organization and SriLankan, SriLankan shall decide whether the Third Party Organization has put in place appropriate technical and organisational measures in accordance with this Clause 11.						
2.4	The Third Party Organization shall will notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal Data Breach; and co-operate with SriLankan to make any reasonable changes to its processes or						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
	procedures to prevent a reoccurrence of the Personal Data Breach.						
2.5	The Third Party Organization shall not engage any third parties or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such third parties. The Third Party Organization shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with the Processing.						
2.6	The Third Party Organization shall use reasonable endeavours to provide such assistance as SriLankan reasonably requires in relation to satisfying any legitimate requests received from Data Subjects in relation to the Personal Data.						
2.7	The Third Party Organization shall keep a record of any Processing of Personal Data it carries out, including: 9.7.1 the purposes of the processing; 9.7.2 a description of the categories of data subjects and of the categories of Personal Data; 9.7.3 the categories of recipients to whom the Personal Data have been or will be disclosed; and 9.7.4 each transfer of Personal Data and, where relevant, the documentation of suitable safeguard.						
2.8	The Third Party Organization shall take steps to ensure that, from and including 25 May 2018, their Processing of any Personal Data is compliant with the GDPR.						
2.9	Provide details of the exact technical and organizational measures which ensure your compliance with GDPR for all personal data that you hold.						
2.1	Are all staff fully trained in GDPR and other relevant data protection legislation? Please						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
	provide evidence of training content and attendance.						
2.1 1	Provide details of the appropriate measures the vendor has implemented to secure its systems and data against internal and external threats and risks; and the process you take to continuously review and revise those measures to address ongoing threats and risks.						
2.1 2	Describe schedule for reviewing and updating your policies for processing data on behalf of your data controllers.						
2.1 3	Where does your organization store the digital personal information you are managing on our behalf? If stored with a third-party sub processor, please identify them and where data is stored.						
2.1 4	What processes and methods are you using to properly anonymize and encrypt personal data?						
2.1 5	Please describe your processes for detecting and communicating data breaches.						
2.1 6	What tools are in place to manage the identification, tracking, and destruction of personal data associated with an individual?						
2.1 7	Provide detail information what happens to the data at the end of the contract period? Please provide information						
2.1 8	Service Provider responsibilities with regards to 'segregation of duties'						
2.1 9	Requirement for Back-up/ disaster recovery and IT Service continuity where systems are hosted outside UL						
3	Security Governance						
3.1	Third Party Organization shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.						
3.2	Third Party Organization shall have management-approved Information Security policies and procedures aligned with applicable external standards, regulations and SriLankan requirements, which shall be reviewed and updated periodically.						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
3.3	The Solution and the Third Party Organisation is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) standard. (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').						
3.4	Third Party Organization shall continually improve the suitability, adequacy and effectiveness of Information Security in accordance with applicable external standards, regulations and SriLankan requirements.						
4	Security Risk and Compliance						
4.1	Third Party Organization shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.						
4.1.a	The risk register shall be maintained to show the nature, extent of and progress made in mitigating the identified risks.						
4.2	Third Party Organization shall conduct periodic compliance reviews against management-approved Information Security policies.						
4.3	Third Party Organization shall notify SriLankan where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.						
4.4	Third Party Organization shall abide by the contractual agreements put in place with respect to SriLankan requirements which includes but not limited to code ownership and intellectual property rights.						
4.5	Third Party Organization shall facilitate and participate in periodic Information Security reviews which will be carried out by SriLankan or on behalf of SriLankan. Information Security reviews may also be conducted under the following conditions:						
4.5.a	Security incident/breach						
4.5.b	Major change in information systems used to provide services to SriLankan						
4.6	Third Party Organization shall provide periodic reports on risk and compliance management as applicable to services provided to SriLankan.						
4.7	Third Party Users shall comply with all applicable SriLankan corporate and Information Security policies, standards and procedures.						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
	Vendor shall follow SriLankan Airlines Incident reporting, handling and response procedures.						
5	Personnel and Physical Security						
5.1	Third Party Organization shall conduct adequate back-ground verification checks of their staff involved in SriLankan Airlines engagement						
5.2	Third Party Organisation shall proactively inform SriLankan Airlines if screening has not been completed or if the results give cause for doubt or concern						
5.2	All employees in the Third Party Organization shall sign a Non-Disclosure Agreement.						
5.3	Third Party Organization shall ensure that all employees complete mandatory Information Security awareness course periodically covering topics like password and user account security, information protection and handling, issues of confidentiality and company security standards.						
5.4	Third Party Users shall sign a Non-Disclosure Agreement before gaining access to SriLankan information and information systems.						
5.5	Third Party Organization shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.						
5.6	Third Party Organization shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.						
6	Security in Applications, Systems and Networks						
6.1	Third Party Organization shall design, implement and operate a Layered Security model to provide adequate and effective protection for SriLankan information and information systems. This shall be a combination of preventative, detective and reactive controls and must apply to development, test, pre-production and production environments.						
6.2	Third Party Organization shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.						
6.3	Third Party Organization shall design, implement and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
6.4	Third Party Organization shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.						
6.6	Third Party Organization shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.						
6.7	Third Party Organisation should periodically deliver an independent report on the effectiveness of information security controls and agreement on timely correction of relevant issues raised in the report to SriLankan Airlines, on request						
6.8	Third Party Organization shall support SLAL to conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Third Party Organization shall apply security patches in mutually agreed timeline without any cost escalation.						
6.9	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to Third Party Organization. If any vulnerability is found, Third Party Organization shall agree to apply security patches in mutually agreed timeline without any cost escalation.						
6.10	Third Party Organisation should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities						
6.11	During the year , Third Party Organisation shall conduct information security reviews of its sub contractors and its own suppliers engaged in services/products delivered to SriLankan during the year						
6.12	Third Party Organisation shall conduct BCP testing on SriLankan Related systems/services during the year						
7	Security in System Delivery Lifecycle						
7.1	Third Party Organization shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
	standards, regulations and SriLankan requirements.						
7.2	Third Party Organization shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.						
7.3	Third Party shall ensure that access to program source code is restricted and strictly controlled.						
8	Data Security						
8.1	Third Party Organization shall design, implement and operate adequate security controls to protect confidentiality, integrity and availability of SriLankan data and/or information in accordance with the classification levels.						
8.1.a	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.						
8.2	Third Party Organization shall only transmit, process or store SriLankan data and/or information in accordance with the contract requirements.						
8.3	Third Party Organization shall retain SriLankan data and/or information based on SriLankan data retention policy which is 11 years as per Right To Information Act.						
8.4	Third Party Organization shall have an established data and media disposal processes incorporating suitable security requirements aligned with relevant industry accepted standards or regulations. SriLankan data shall be suitably disposed of under the following conditions:						
8.4.a	Contract expiry						
8.4.b	Equipment / media retirement or maintenance						
8.5	Third Party Users shall not process or store SriLankan data and/or information on non SriLankan devices. Where there is a legitimate business requirement to do so, approvals must be taken from SriLankan Information Security team.						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
9	Authentication & Password Compliance						
9.1	Role Based Access & Workflow Approvals (Segregation of Duties)						
9.2	Active Directory (AD) Integrated (If Yes , please proceed to A-7)						
9.3	Password age – 60 Days						
9.4	Minimum password length – 8 Characters						
9.5	Password change at initial login						
9.6	Password Complexity						
9.6.1	At least one 'UPPERCASE' character						
9.6.2	At least one 'lowercase' character						
9.6.3	Mixture of numbers and/or symbols						
9.6.4	Account Lockout						
9.6.5	Lockout after 5 unsuccessful attempts						
9.6.6	30 minutes lockout duration						
9.6.7	Password History – 8 Passwords						
9.6.8	Availability of multiple-factor authentication						
9.6.9	Transfers authentication information through secure protocols						
9.6.10	Ability to display the time and date of last successful login, and any failed login attempts to user						
10	Backups						
10.1	Scheduled configuration backups						
10.2	Scheduled data backups						
10.3	Backup retention period - 11 years for all SriLankan financial service related data						
10.4	7 days for daily backups, 30 days for weekly backups, 11 years for monthly backups. On special requests retention periods are set as required						
11	Audit & Event Logs (for all user activities, including administrative and privileged user activities, and system configuration changes)						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
11.1	Application Audit Logs (including transaction logs)						
11.2	Database Level Audit Logs						
11.3	Application & Database Level Audit Logs should be available at least for 5 years (including transaction logs)						
11.4	OS Level Audit Logs						
11.5	Event Logs (including successful/unsuccessful login attempts)						
11.6	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)						
11.7	Restricted access to Fault/Event Logs						
11.8	Fault logs retention period – 2 years minimum						
11.9	Audit logs retention period – 2 years minimum						
11.1	Restricted access to Audit Logs						
11.11	Mechanisms for transaction and audit log management and report generation						
11.12	Audit logs should be displayed at front end for authorized accounts						
12	Encryption						
12.1	256 bit key encryption for data at rest and in transit.						
12.2	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures)						
12.3	Remote diagnostic and configuration port should be protected.						
12.4	Symmetric Key Encryption hard coded to the source code; key to be generated dynamically by SriLankan.						
12.5	Web applications enabled with TLS 1.2 certificates						
12.6	Restricted access to program source code. **						
12.7	Vendor should provide access to any custom built coding or applications						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
13	Data Validation						
13.1	Input & Output Data Validation						
14	Connectivity and Access Control						
14.1	Web applications enabled with current TLS version certificates						
14.2	Remote diagnostic and configuration port should be protected.						
14.3	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console)						
14.4	Ability to configure a Log-on banner						
15	Dependent Systems and Services (if yes, please provide information on systems/services/ports in remarks)						
15.1	Solution necessitates dependent systems & services						
16	Incident Management						
16.1	Third Party Organisation shall inform SriLankan Airlines about any incidents related to information security as soon as an incident occurs						
16.2	Third Party Organisation shall inform about the workarounds and rectifications taken to address the incidents						
16.3	Third Party Organisation shall provide audit trails and records of information security events, operational problems, failures, tracing of faults and disruptions related to the service delivered						
17	Service Continuity						
17.1	Third Party Organisation agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.						
18	Right to Audit & Monitor						
18.1	Third Party Organisation agrees that performance of the Services will be subject to monitoring by SriLankan Airlines.						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
18.2	Third Party Organisation agrees to keep accurate and complete records and accounts pertaining to the performance of the Services. Upon no less than seven (7) days' written notice, and no more than once per calendar year, SriLankan Airlines may audit, or nominate a reputable firm to audit, records relating to performance of Third Party Organisation/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.						
18.3	If Third Party Organisation obtains third party services by means of outsourcing or sub-contract, Third Party Organisation is required to ensure such activities maintain applicable records to reflect the services agreement with SriLankan Airlines and will be subject to audit/monitor as set forth in 18.1 to 18.3 above.						
18.4	Right to audit requirement and requesting a SAAS 70 or any other document which can be provide the independent assurance regarding the vender IT system/ infrastructure						
19	Licensing Requirements						
19.1	Does the solution necessitate additional licenses for third party components/services? (If Yes, please provide information in remarks)						
19.2	If solution necessitates additional licenses for third party components/services, please state if such licenses are included in the proposed solution? (If No, please provide details of additional licenses required from SriLankan Airlines)						
19.3	provide User license information and cost and how the vender would provide user licenses based on the future requirements						
20	Legislative, Standards & Regulatory Compliance						
20.1	Third Party Organisation agrees to sign a Reciprocal Non Disclosure Agreement with SriLankan Airlines						
20.2	Information shared or services obtained as part of SriLankan Airlines engagement with Third Party Organisation will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).						
20.3	Third Party Organisation shall agree to adhere to SriLankan Airlines Information Security Policy						

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
21	Service Level Agreement						
21.1	Signed Service Level Agreement including, and not limited to,						
21.1.1	Reflect Service Continuity objectives						
21.1.2	Defined Response Times and Resolution Times based on defined priorities						
21.1.3	Periodic service review meetings between SriLankan Airlines and the Third Party Organisation						
21.1.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement						
21.1.5	Information about the licensing arrangements (for dependents systems/services), code ownership and intellectual property rights related to the Third Party Organisation's products/ services						
21.1.6	Service Credits for failing to meet performance of services under the Service Level Agreement						
21.1.7	Third Party Organisation should submit service reports at a defined frequency						
21.1.8	Liabilities in the form of compensation or penalty can be sought from the supplier if the supplier is found, either intentionally or negligently, to have caused a security breach, damage or injury						
US DOT Compliance							
25	Customer facing web interfaces shall designed/deployed according to US DOT Compliance requirements						

_____ Third Party Organization

Name _____

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
Annexure A - Information Classification Matrix							
<p>Classification Level: Public</p> <p>Classification Criteria: Making the information public cannot harm Sri Lankan Airlines in any way</p> <p>Access Restriction: Information is available to the public</p>							
<p>Classification Level: Internal use</p> <p>Classification Criteria: Unauthorized access to information may cause minor damage and/or inconvenience to Sri Lankan Airlines</p> <p>Access Restriction: Information is available to all employees and selected third parties</p>							
<p>Classification Level: Restricted</p> <p>Classification Criteria: Unauthorized access to information may considerably damage the business and/or Sri Lankan Airlines' reputation</p> <p>Access Restriction: Information is available only to a specific group of employees and authorized third parties</p>							
<p>Classification Level: Confidential</p> <p>Classification Criteria: Unauthorized access to information may cause catastrophic (irreparable) damage to business and/or to Sri Lankan Airlines' reputation</p> <p>Access Restriction: Information is available only to individuals in Sri Lankan Airlines</p>							

ANNEXURE J : Clientele Information Form

[illegible]

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.

Section VI - Draft Contract/ Performance Security form

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 in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule, to the locations more fully described in Schedule 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 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 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 and Schedule).
- 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 if the Contractor fails to deliver the Service/solution on time or SriLankan Airlines rejects the Service/solution pursuant to Clause 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 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..... 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 ... 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 and Schedule ... hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule C.

- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractors provided in Schedule ... 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 are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to Bidder within 5 working days of receipt of shipment to stores.
- 1.6 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.
- 2.5 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 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 3.3 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
- 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 wilful misconduct of the Contractor, its servants, agents employees or representatives;
 - c) acts of theft, pilferage, damage of property caused by the Contractor or its servants, agents employees or representatives;

- d) any losses, damages, injuries, illness or death incurred due to manufacturing defects, nonperformance and or malfunction of the Service/solution procured under this agreement by SriLankan Airlines;
 - d) if the Service/solution provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Service/solution produced, packaged, stored or shipped by Contractor;
 - d) violation of any laws, regulations or intellectual property rights of any party;
 - e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. INSURANCE:

- 5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to;
- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.
- 5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):
- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
 - b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
 - c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
 - d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.

- e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.
- 5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.
- 5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.
- 5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. NON-COMPLIANCE:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
 - a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule ... 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 of Schedule, as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.
- 8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.
- 8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.
- 8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. GOVERNING LAW:

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

10. FORCE MAJEURE:

- 10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable despatch.

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

10.3 In the event the force majeure event relates to delivery of Service/solution by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Service/solution shall be extended accordingly.

11. **GENERAL:**

11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.

11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.

11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.

11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.

11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.

11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorised representatives.

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

- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines (“Intellectual Property Rights”) except as expressly authorised in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Service/solution envisaged under this Agreement.
- 11.13 Any notice or other communication required or authorised by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the despatch of such fax or e-mail.

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

In the case of the Contractor to -

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

Name:
Designation:

Witness:

Name:
Designation:

For and on behalf of

Name:
Designation:

Witness:

Name:
Designation:

Section VII – Annex K : Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the -----
-----Supply of -----[name of contract and brief description] (hereinafter called "the Contract").

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

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

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

[signature(s)]

Section VII - Vendor Information Form

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

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

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

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

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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