



**STANDARD BIDDING DOCUMENT INTERNATIONAL COMPETITIVE
BIDDING**

**INVITATION FOR SUBMISSION OF BIDS FOR THE
PROVISIONING OF A SOLUTION FOR MARKET INTELLIGENCE AND SALES
ANALYSIS SYSTEM FOR SRILANKAN AIRLINES.**

IFB REFERENCE NO: CPIT/ICB 11/2021

**Chairman of Standing Cabinet Appointed
Procurement Committee,
Ministry of Ports, Shipping and Aviation.**

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Dear Sir/Madam,
IFB NO: CPIT/ICB 11/2021

**INVITATION FOR BIDS FOR THE PROVISIONING OF A SOLUTION
FOR MARKET INTELLIGENCE AND SALES ANALYSIS SYSTEM AT
SRILANKAN AIRLINES.**

SriLankan Airlines hereby invites tenders for the Provisioning of a Solution for Market Intelligence and Sales Analysis System at SriLankan Airlines. The bid document is attached herewith.

Bid should be submitted in a **sealed envelope** with the IFB number clearly marked on the top left corner of each envelope addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 11.00a.m. (Sri Lankan time: GMT +0530) on 23 November 2022.

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

Any inquiry/clarification about the Tender should be e-mailed to tharaka.hindurangalage@srilankan.com and sarath.jayathunga@srilankan.com to reach on or before 31 October 2022.

Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 23 November 2022 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 Ports, Shipping and Aviation.
On behalf of SriLankan Airlines Limited**

BID ACKNOWLEDGEMENT FORM

ALL BIDDERS SHALL COMPLETE AND RETURN THIS FORM WITHIN 14 DAYS
AFTER DOWNLOADING OF THE BID DOCS

IFB NO: CPIT/ICB 11/2021

INVITATION FOR BIDS FOR THE PROVISIONING OF A SOLUTION FOR MARKET INTELLIGENCE
AND SALES ANALYSIS SYSTEM AT SRILANKAN AIRLINES.

Download of your is hereby acknowledged

☐

You may expect to receive our bid on or before.....

.....
.....
.....

☐

We do not intend to submit a bid because

.....
.....
.....
.....

Signed :

Title :

Company :

Date :

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1. SriLankan Airlines issues these Bidding Documents for the Provisioning of a Solution for Market Intelligence and Sales Analysis System at SriLankan Airlines, (Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end-to-end support for 5 years through a Service Level Agreement) as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.

1.2. Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by e-mail, fax post or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.
- (d) “SLAL” means SriLankan Airlines Ltd.

2. Ethics, Fraud and Corruption

2.1. The attention of the Bidders is drawn to the following guidelines:

Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

2.2. SriLankan Airlines requires the Bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (c) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of SriLankan Airlines to establish bid prices at artificial, noncompetitive levels; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the procurement process or affect the execution of a contract.
- 2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

3. Eligible Bidders

3.1 All Bidders shall possess legal rights to supply the services under this contract.

3.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4. Eligible Goods and Related Services

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

Contents of Bidding Documents

5. Sections of Bidding Documents

5.1 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
- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Schedule of Requirements
- Section VI - Technical Specifications & Compliance Sheet
- Section VII - Draft Contract, Data Privacy & Security Schedule, and Performance Security
- Section VIII - Vendor Information Form

5.2 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.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SriLankan Airlines in writing at the SriLankan Airlines' e-mail address **specified in the BDS**. SriLankan Airlines will respond in writing to any request for clarification, provided that such request is received before 31 October 2022. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

7. Amendment of Bidding Documents

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

7.2 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.

7.3 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

Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and SriLankan Airlines shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 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.

10. Documents Comprising the Bid

10.1 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 Declaration form, in accordance with ITB Clause 19;
- (c) documentary evidence in accordance with ITB Clauses 17 and 28, that Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

11. Bid Submission Form and Price Schedules

11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, 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.

12. Alternative Bids

12.1 Alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The Bidder shall indicate on the Price Schedule (Annex B) the unit prices of the goods/services it proposes to supply under the Contract.

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

13.3 If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award more than one Contract shall specify the applicable price reduction separately.

13.4 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
 - (i) However, VAT 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 destination;
 - (iii) the price of other incidental services

13.5 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 30.

13.6 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.

14. Currencies of Bid

14.1 The bids of the Local bidders should be submitted in Sri Lankan Rupees (LKR) and foreign bidders should submit the bid in USD.

If a Local bidder submits a proposal in USD the relevant exchange rate applicable (CBSL) for the payment in LKR should be clearly indicated in the in the price schedule form (Annex B).

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

15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

16. Documents Establishing the Conformity of the Goods and Related Services

16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods confirm to the technical specifications and standards specified in Section V, Schedule of Requirements and in Section VI, Technical Specifications.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of samples, a detailed item by item description (given in Section V, Schedule of Requirements and in Section VI, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17. Documents Establishing the Qualifications of the Bidder

17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SriLankan Airlines' satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) and, that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by SriLankan Airlines as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Declaration

- 19.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Section IV - Annex C.
- 19.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 19.1, Shall be rejected by Sri Lankan Airlines as non-responsive.
- 19.3 Bid Securing Declaration may be executed:
- (a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission 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 Sub-Clause 29.3
 - (c) If the successful Bidder fails to:
 - (i) Sign the contract in accordance with 1TB Sub-Clause 40;
 - (ii) Furnish a performance Security in accordance with 1TB Clause 41;

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 and clearly mark it as “ORIGINAL”. In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 20.2 The original & copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by post/ courier or by hand.
- (a) 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.
 - (b) Completed Technical (un-priced) and Financial bid (priced) should be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 11/2021 and the Bidding Company’s name and the type of bid (Technical or Financial) clearly marked on the top left corner of the envelope. These envelopes containing the Technical and Financial bid shall then be enclosed in one single envelope.

The Technical envelop should contain:

- The Technical proposal (un-priced) along with all related technical brochures & supporting documents.
- Audited financial statements for the last 03 years (Clause 20)
- Compliance Statement at Annex A

The Financial envelop should contain:

- The Financial proposal (priced) based on Price Schedule Form at Annex B.
- Bid Submission form (Section IV)
- Bid Securing Declaration (Annex C)
- Vendor Information form (Annex H)

Also, a soft copy of the Technical bid including all brochures & supporting documents should be submitted in the form of a CD/DVD/Pen Drive, along with the printed Technical bid.

- (c) The Bidder shall submit the prices and total cost of the bid in the price schedule forms attached at Annex B.

21.2 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 Sub-Clause 22.1; (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.

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.

22. **Deadline for Submission of Bids**

22.1 Bids must be received by SriLankan Airlines at the address and no later than the date and time **specified in the BDS.**

22.2 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.

23. **Late Bids**

23.1 SriLankan Airlines shall not consider any bid that arrives after the deadline for the submission of bids, in accordance with ITB Clause 22. Any Bid received by SriLankan Airlines after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, and Modification of Bids

- 24.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (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 20 and 21 (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 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful Bidder in accordance with sub clause 39.1.
- 24.3 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.

25. Bid Opening

- 25.1 SriLankan Airlines shall conduct the bid opening in public at the address, date and time specified in the BDS.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of SriLankan Airlines. 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.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as SriLankan Airlines may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 23.1.
- 25.4 SriLankan Airlines 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; the Bid price, per lot if applicable, including any discounts, and the presence or absence of a Bid Securing Declaration. The Bidders’ representatives who are present shall be requested to sign the attendance sheet.

Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 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.
- 26.2 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.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, 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.

27. Clarification of Bids

- 27.1 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 29.

28. Responsiveness of Bids

- 28.1 SriLankan Airlines' determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 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' 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.

28.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by SriLankan Airlines and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors, and Omissions

29.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

29.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities 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.

29.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:

- (a) 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 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;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.4 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.

30. Preliminary Examination of Bids

30.1 SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

30.2 SriLankan Airlines 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 Sub-Clause 11.1;

- (b) Price Schedules, in accordance with ITB Sub-Clause 11;
- (c) Bid Declaration in accordance with ITB Clause 19.

31. Examination of terms and Conditions; Technical Evaluation

- 31.1 SriLankan Airlines shall examine the Bid submitted to confirm that all terms and conditions specified in schedule of requirement have been accepted by the Bidder without any material deviation or reservation.
- 31.2 SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation. The evaluation will be based on the "Evaluation and Qualification criteria" in Section III and "Technical Specification & Compliance Sheet in Section VI.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, SriLankan Airlines determines that the Bid is not substantially responsive in accordance with ITB Clause 28, SriLankan Airlines shall reject the Bid.

32. Conversion to Single Currency (if applicable)

- 32.1 For evaluation and comparison proposes, 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.

33. Evaluation of Bids

- 33.1 SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 33. The evaluation will be based on the "Evaluation and Qualification criteria" in Section III and "Technical Specification & Compliance Sheet in Section VI.
- 33.3 To evaluate a Bid, SriLankan Airlines shall consider the following:
 - (a) the Bid Price as quoted in accordance with clause 13;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Subclause 29.3;
 - (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and 13.3
 - (d) Compliance with the "Evaluation and Qualification criteria" in Section III and "Technical Specification & Compliance Sheet in Section VI.

33.4 SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 33.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and related Services.

33.5 If so, specified in the BDS, 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 III, Evaluation and Qualification Criteria.

33.6 With a view to providing a realistic value addition to local raw materials and domestic bidders, thereby promoting national industry and enterprise, the domestic bidders' bids shall be given 20% of preference during Bid evaluation.

(a) Application of the margins of preference stated above would apply only to manufactured Goods, if the bidder establishes to the satisfaction of the SLA that:

- (i) labour, raw material, components from within Sri Lanka will account to thirty percent (30%) of EXW (Ex. Works) price of the product offered; and
- (ii) the production facility in which those Goods would be manufactured or assembled has been engaged in manufacturing/assembling such Goods at least since the time of Bid submission.

(b) In addition to the above, the bidder should satisfy the following:

- (i) For an individual/sole proprietorship the bidder shall be a Sri Lankan.
- (ii) For partnerships fifty percent (50%) of members of the partnership shall be Sri Lankans.

(iii) For an individual firm:

- * such firm shall be registered in Sri Lanka; and
- * should have more than fifty percent (50%) ownership by Sri Lankans

(iv) for a joint venture:

- * application of the margin of preference would be limited only to joint ventures of individual firms who meet the criteria stipulated in (b) (iii) above; and
- * it should be registered in Sri Lanka.

34. Comparison of Bids

34.1 SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.

35. Post qualification of the Bidder

35.1 SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

35.3 After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 34.1, SriLankan Airlines shall carry out the post-qualification of the Bidder in accordance with post qualification of the Bidder, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Audited financial statements for the last 03 years

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

Partnership Agreement or such other relevant documents.

Current clientele for the similar services offered with reference letters and reference contacts.

35.4 An affirmative determination shall be prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SriLankan Airlines shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36. SriLankan Airlines' Right to accept Any Bid, and to reject any or all Bids

36.1 SriLankan Airlines reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

37. Award Criteria

37.1 SriLankan Airlines will accept the bids of the Bidder/s whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the Bid document requirements.

38. SriLankan Airlines' Right to Vary Quantities at Time of Award

38.1 At the time the Contract is awarded, SriLankan Airlines reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V,

Schedule of Requirements, provided this does not exceed fifteen percent (15%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

39. Notification of Award

- 39.1 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.
- 39.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 41, SriLankan Airlines will promptly notify each unsuccessful Bidder.

40. Signing of Contract

- 40.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.
- 40.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

41. Performance Security

- 41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines if required by SriLankan Airlines, the successful Bidder, should furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex G.
- 41.2 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 encashment of the Bid- Security. 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. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the Contract are - Provisioning of a Solution for Market Intelligence and Sales Analysis System at SriLankan Airlines. (IFB No. CPIT/ICB 11/2021)
	B. Contents of Bidding Documents
ITB 6.1	<p>For <u>Clarification of bid purposes</u> only:</p> <p><u>SriLankan Airlines contact details</u></p> <p>Mailing address: SriLankan Airlines Limited Commercial Procurement Department (IT Procurement) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p> <p>Tel : +94 (0) 197331845</p> <p>Fax : +94 (0) 197335218</p> <p>A prospective Bidder requiring any clarification of the Bidding Documents shall contact SriLankan Airlines in writing at the e-mail address specified below:</p> <p>E-mail : sarath.jayathunga@srilankan.com tharaka.hindurangalage@srilankan.com</p>
	C. Preparation of Bids
ITB 10.1 (e)	<p>The Bidder shall submit the following additional documents:</p> <p>Company profile</p> <p>Client references - Section VI - Annexure C</p> <p>Audited financial statements for the last 03 years</p>
ITB 11.1 (e)	<p>The Bidder shall fill and submit the following <u>Compulsory Forms</u> in Section IV.</p> <ol style="list-style-type: none"> 1. Bid Submission Form - Annex A 2. Price Schedule - Annex B 3. Bid Securing Declaration - Annex C
ITB 18.1	The bid shall be valid up to 23 May 2023

ITB 19.1	Bid shall include a Bid Securing Declaration using the Declaration form included in Section IV - Annex C.
	D. Submission and Opening of Bids
ITB 21.2(c)	The inner and outer envelopes shall bear the following identification marks: - Provisioning of a Solution for Market Intelligence and Sales Analysis System at SriLankan Airlines. IFB No. CPIT/ICB 11/2021
ITB 22.1	For bid submission purposes, SriLankan Airlines' address is: Attention: Senior Manager Commercial Procurement Address: Commercial Procurement Department, SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka. The following details of the Bidders who wish to hand deliver bids should be submitted to the e-mail address: tharaka.hindurangalage.com one day in advance to arrange security clearance: 1) Company Name: 2) Name/NIC No of the participants: (Maximum 01 participant) 3) Driver's Name /NIC No (if any): 4) Details of the vehicle (if any): 5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.
	The deadline for the submission of bids is: Date: 23 November 2022 Time: 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
ITB 25.1	The bid opening shall take place at: Address: SriLankan Airlines Ltd, Airline Centre, BIA, Katunayake, Sri Lanka Date: 23 November 2022 Time: 11.15 a.m. Sri Lankan time (GMT +5:30 Time Zone)
	E. Evaluation and Comparison of Bids
ITB 33.4	The following factors and methodology will be used for evaluation: Minimum Eligibility Criteria and Evaluation criteria stipulated in Section III.

Section III. Evaluation and Qualification Criteria

The Bidder shall provide detailed evidence / proof for all clauses of “minimum eligibility criteria” and “evaluation criteria” mentioned in Section III.

Minimum Eligibility Criteria

- I. The Bidder should have at least 8 years of industrial experience in terms of provisioning a Market Intelligence System for Airlines. (Please include the years of experience in the Company profile)
- II. Currently providing Market Intelligence System to at least 10 airlines, with minimum 5 full-service airlines. (Clientele details to be provided as per the format in Annexure C Section VI)
- III. The bidder should provide proof of financial and economic capacity. (Audited financial statements for the last 03 years should be submitted along with the proposal (mandatory)).

Evaluation Criteria

- I. The Bidder’s point-by-point compliance with general, technical & functional requirements under Points in Annexure A of the RFP. It is essential that the Bidder clearly indicates any limitations and/or deviations
- II. Ability to provide Daily/Weekly/Monthly Data feeds to integrate with internal systems according to SriLankan Airline specifications. (Sample data feeds to be provided)
- III. Customer references from minimum 5 existing customers where same system was implemented and providing maintenance and support. Customer contact details to be provided as per the format in Annexure C Section VI
- IV. Overall Product demonstration and business specific test scenarios to verify specifications & performance
- V. Total final cost of the project for 05 years. (Annex B: Price Schedule Form)
- VI. With a view to providing a realistic value addition to local raw materials and domestic bidders, thereby promoting national industry and enterprise, the domestic bidder’s bid shall be given 20% of preference during Bid evaluation. Application of the margins of preference stated above would apply only to the bidders who fulfill the requirements stipulated in ITB Sub-Clause 33.6.

SriLankan Airlines shall consider all bids which are compliant with the minimum eligibility criteria for Technical & Financial evaluation. The Technical evaluation will be based on the Scoring matrix below and all Bidders who secure a minimum qualifying score of 98 will be considered for the Financial evaluation stage. The Financial evaluation will be based on the lowest substantially evaluated all-inclusive total Bid price for 5 years.

Bid Evaluation scoring matrix for Market Intelligence and Sales Analysis System for SriLankan Airlines

S/No	Business Requirement	Fully Complied (3 Marks each- Total=162)	Partially Complied (2 Marks each- Total =108)	Barely Complied (1 Mark each- Total=54)	Not Complied (0 Mark)	Remarks
3.1	Market Growth and Competitor Environment					
3.1.1	<p>Total Market Growth Figures To include- total of direct and indirect sales data</p> <p>(E.g., Direct sales - IBE, Airline ticket office and etc, Indirect sales - GDS etc.)</p> <ul style="list-style-type: none"> for Operating/Marketing and Airline Alliance from Region/Country/City or Airport Breakdown of the passenger data based on the direction (e.g., Oneworld, both ways, both sides slip and etc.) Drilled down passenger by carrier model perspective (e.g., FCC and LCC) all data is required to be looked at from global perspective Cabin Perspective And drilled down to a POS, Agency perspective (IATA Code/postal code) 					
3.1.2	<p>Change in market and market composition in line with UL or competitor activity, in terms of</p> <ul style="list-style-type: none"> New operations Frequency/Capacity changes Promotional initiative driven volume shifts etc. 					
3.1.3	<p>Point of Sale drill down by</p> <ul style="list-style-type: none"> Competitor perspective (absolute number and share %) Fare share comparison (QSI and Market share) Revenue share & Market share comparison Distribution Channel perspective 					

	<ul style="list-style-type: none"> • Passenger travel target segment (e.g., corporate, leisure etc.) perspective • RBD/Cabin wise data • PPDEW/Distance (passenger per day each way) • Passenger travel path through breakdown of connecting airports and airlines • Frequency • Average uplift/load 					
3.1.4	<p>Total Revenue and Yield calculations</p> <p>Fares to be defined and displayed in USD and Local Currency (only if POS selected as</p> <ul style="list-style-type: none"> • Base fare • Fare + YQ + YR • Total Fare (with all surcharges) • Total Fare (with all surcharges+Taxes) if possible <p>All data is required to be looked at from global perspective and drilled down to a POS, O&D and Cabin level</p>					
3.1.5	Trending and comparison of two date ranges for defined period for all the above. e.g., 12 months comparison over last year, period of summer and winter comparison, Day wise etc.					
3.2	Passenger Composition on a Flight					
3.2.1	<p>Passenger carriage from a point to point, behind and beyond perspective</p> <ul style="list-style-type: none"> • To include total of direct and indirect data <p>When possible FCC+LCC details</p> <ul style="list-style-type: none"> • For Operating/Marketing and Airline Alliance • From Region/Country/City and Airport wise • All data is required to be looked at from global perspective and drilled down to POS & Agency perspective 					
3.2.2	<p>Point of Sale Drill Down from</p> <ul style="list-style-type: none"> • Airline carriage per leg- in terms of passenger numbers revenue and yield perceptive • Passenger travel path through Break down of connecting airports and airlines 					

	<ul style="list-style-type: none"> • Passenger travel based on time (arrival and departure) window • Distribution Channel perspective (e.g. - IBE, ABE, GDS, IATA & SUB agents, CTO) • Passenger travel target segment (e.g., corporate, leisure etc.) perspective • RBD/Class wise data • PPDEW/DISTANCE (passengers per day each way) 					
3.2.3	Trending and comparison for defined period for all the above					
3.3	O&D HUB and Connectivity					
3.3.1	Total passengers flying between two points as well as passengers who would have started behind the leg origin and flying beyond the leg destination					
3.3.2	Arrival and departure timings at a given airport along with the flight number, the airline code, operating days, origin, destination, frequency, and aircraft type					
3.4	Forward Analysis on Passengers and Yield Figures for at least Future 12 Months or more					
3.4.1	<p>Forward looking data to be loaded daily, illustrating projected traffic over the next 12 months period on a non-rolling basis</p> <p>To include total of direct and indirect data</p> <ul style="list-style-type: none"> • for Operating/Marketing/Ticketed and Airline Alliance • From Region/Country/City and Airport wise • For Daily, Weekly, monthly snapshot dates • For class wise • Booking build-up trend for 365 days • Agency level perceptive- IATA Code/postal code 					
3.4.2	<p>Change in market and market composition in line with UL or competitor activity in terms of</p> <ul style="list-style-type: none"> • new operations • frequency changes • Capacity changes if possible • promotional initiative driven volume shifts etc 					

3.4.3	<p>Historical snap shots at least up to 24 months for trend analysis and comparison (O&D wise forward bookings against last year's same snapshot date)</p> <p>Would be better with the possibility of excluding certain financial years when required. (Ex: Comparison of 2021/22 vs 2018/19 excluding 1 or 2 years of Pandemic era)</p> <p>POS and Leg Drill down by:</p> <ul style="list-style-type: none"> • Competitor perceptive (absolute number and share %) • Agency level perceptive- IATA Code/postal code <ul style="list-style-type: none"> ○ QSI share comparison ○ total Revenue (with and without taxes) ○ Yield comparison ○ Passenger travel path through Break down of connecting airports and airlines ○ Passenger travel target segment (e.g., corporate, leisure etc.) <p>perspective</p> <ul style="list-style-type: none"> ○ Distribution Channel perceptive ○ RBD/Class wise data ○ PPDEW/Distance 					
3.4.4	<p>Total Revenue and yield calculation</p> <p>Fares to be defined and displayed in terms</p> <ul style="list-style-type: none"> • Base fare- ticketed and booked • Fare + YQ + YR ticketed and booked • Total Fare (with all surcharges) - ticketed and booked 					
3.4.5	Trending and comparison for defined period for all the above					
3.4.6	Forward looking and post data for a given month should tally-if not variance should be quantified					
3.4.7	Algorithmic model to handle external/pandemic situations (eg: COVID 19)					
3.5	Agency Performance					
3.5.1	<p>Post evaluation on agency performance based on expected agency share in comparison with the market QSI</p> <p>Include total of direct and indirect data</p>					

	<ul style="list-style-type: none"> • for Operating/Marketing and Airline Alliance • When possible to include all FCC and LCC carriers • From Region/Country/City or Airport wise • All data is required to be looked at from global perspective <ul style="list-style-type: none"> ○ And drilled down to POS, market (OD), Airline & agency perspective (e.g.: IATA code, city code and GDS pseudo city code and etc) 					
3.5.2	POS drill down by IATA Code/Postal Code <ul style="list-style-type: none"> • Competitor perceptive as per agency (absolute number and share %) • QSI share comparison • Passenger travel target segment (e.g., corporate, leisure etc) perceptive • Passenger numbers, yields and total Revenue • Agent performance analysis and comparison of agent performance against industry average (Reports/Dashboards) 					
3.5.3	Total Revenue and yield calculations Fares to be defined and displayed in terms <ul style="list-style-type: none"> • Base fare- ticketed and booked • Fare + YQ + YR- ticketed and booked • Total Fare (with all surcharges)- ticketed and booked 					
3.6	Data Availability					
3.6.1	Availability of Data in Leg, O&D, class and Segment formats					
3.6.2	Availability of forecasted passenger, yield data break down on Leg, O&D, class and segment formats for at least 12months					
3.6.3	Availability of a 3-year backup for historical data					
3.7	Data Estimation and Algorithms					
3.7.1	Estimation parameters to be presented for all data estimations					
3.7.2	Yield / Sales algorithm to include all sales channels (GDS, web and ticket office sales) as well as all market types (BSP, ARC etc)					
3.7.3	Inclusion of low-cost carrier data in certain markets where low-cost impact the market. E.g. - DXB, KUL etc					

3.7.4	Need for accurate class mapping across all airlines for segmenting Business class & Economy class data.					
3.8	Timely release of Total Data Sets					
3.8.1	Release of both direct data and indirect data with the estimation (total market size) within 35 - 40 days for analysis (past and forward looking)					
3.8.2	Daily release of indirect data for (data past and forward looking) analysis to be realistic and add value to the Airline					
3.8.3	Data processing cost to be streamed lined to daily processing					
3.9	Application Functionality and Look & Feel					
3.9.1	The application user interfaces to be organised in a structured manner with easy navigation and an efficient downloading mechanism for data and visual graphics					
3.9.2	<p>Minimize downloading time and excel workings in arriving at data analysis, through Dynamic Tables</p> <ul style="list-style-type: none"> • Need for the system option where user can customise and set- needed downloading formats through the system- whereby data down loads could be set on scheduled basis. Airline staff should be trained to create new reports when necessity comes • When possible the ability to create required dashboards which can be scheduled. 					
3.9.3	One click drill-down functionality- where on a defined O&D, Segment or leg, all needed parameters are displayed. For example, On LON-CMB O&D, a one click option should exist, where, all sector data, leg data, competitor data, agent data etc can be displayed					
3.9.4	A comprehensive report generating module should be available and some standard reports should be available in the system					
3.9.5	Realtime Dashboard management system to visualise summary of the important data based on user requirement					
3.9.6	Uniformity across all graphical interfaces					
3.9.7	Simple terminology to communicate to average users					
3.9.8	Web based application					
3.9.9	Application availability & accessibility					

3.9.10	Mobile application to retrieve market intelligence data <ul style="list-style-type: none"> • Quick access of market intelligence data • Data sharing & viewing facility through mobile application 					
3.10'	Raw Data Files					
3.10.1	Timely dispatch of raw data files on request from the airline					
3.11	Value Additions					
3.11.1	Predicative analytics showcasing future trends or market insights in usable fashion giving actionable intelligence without major manual intervention based on published schedule and each market's forecasted climates <ul style="list-style-type: none"> • Possibility of scenario planning by changing forecast metrics to drive decisions in a changing business environment 					
3.11.2	Information on Ancillary Revenue streams by Region/ Market and route and average yields					
3.11.3	Identification and classification of loyal customer information (FFP member base) and other related data					
3.11.5	Passenger categorization based on fare-basis To identify individual and group travellers To identify passengers types (ex: tour operator code)					
3.11.4	<ul style="list-style-type: none"> • Any additional Market Intelligence perspectives to drive business which have surfaced from research apart from the above. 					
3.12	System Administration Management					
3.12.1	Management of system structure, including System parameters, Report, System admin SLA has full control in configuring the system via administrator (power user) access without contacting vendor.					
3.12.2	System Log Viewer (at least the last 12 months). Manage activity history of system. SLA can view and download log files via administrator (power user) without vendor's permission. Detailed Logs should be available for all user interactions with the system.					
3.13	User Administration					
3.13.1	User Management (Minimum of 100 users and 30 concurrent users)					

3.13.2	User Roles - Flexibility to define user roles, (administrator, power user and etc)					
3.13.3	User Log Viewer (at least the last 12 months). Daily/weekly/Monthly data feeds					
3.14	Integration and Interfaces with other Systems					
3.14.1	Integration with internal Management Information System					
3.15	Training					
3.15.1	User Training <ul style="list-style-type: none"> • One on-site training during the implementation and one on-site training after 3 months for all users. • Online Refresher training annually • Additional trainings in the event of version upgrades/product enhancements 					
3.15.2	User manuals - Electronic versions (video, pdf, etc.)					

Section IV. Bidding Forms

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Section IV - Annex A

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

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]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services.
- (c) The total price of our Bid without VAT, including any discounts offered for 05 years is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered for 05 years is: *[insert the total bid price in words and figures]*;

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

- (e) Our bid shall be valid for the period specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted;
- (i) 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.
- (j) 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 IV - Annex B: Price Schedule Form

Reference No: CPIT/ICB 11/2021

**Bids for Provisioning of a Solution for Market Intelligence and Sales Analysis System at SriLankan Airlines.
Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end-to-end support for 5 years
through a Service Level Agreement.**

Name & address of the Bidder :
Name of the Principle :
Name of the Manufacturer :

Line Item N°	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Payment Terms (Indicate the payment option for each cost component indicated below)
1	Cost of the Solution which covers the mandatory requirements at Section V.					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	Total onetime cost for 5 years					

2.	<u>Variable/Recurrent charges</u>					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	Total Variable/Recurrent cost for 5 yrs					
3.	<u>Maintenance & Support</u>					
3.1	Maintenance & Support Cost of the system for the 1 st 3 years to meet the service levels stated in the Bid document.					
3.2	Maintenance & Support Cost for the 4 th year					
3.3	Maintenance & Support Cost for the 5 th year					
	Total Maintenance & Support cost for 5 years					
4.	*Cost of Global Distribution Systems (GDSs) Data for 5 years					
	All-inclusive total project cost for 5 years					

* The total all-inclusive 5 year project cost of the Market intelligence and Sales Analysis System needs to be clearly mentioned in the Bid and the system usage fee and data fee should be separately indicated in the above price schedule form. Total cost for the System usage fee and the Data fee will be considered for the financial evaluation. SriLankan Airlines will have the right to coordinate directly with Global Distribution Systems (GDSs) for more competitive prices on Market Intelligence Data Tape (MIDT) data and will have the option to directly obtain Market Intelligence Data Tapes (MIDT) Data from GDSs on better rates during the 5 year project period.

The Market intelligence system usage fee will be paid on a quarterly in arrears basis, to the successful Bidder. SriLankan Airlines will have the right to obtain the data that is fed into the Business intelligence System in terms of GDS bookings separately in the form of raw Market Intelligence Data Tapes (MIDT) on a monthly basis from all GDSs, which will be paid by SriLankan Airlines separately.

Note: Please submit your Best and Final Offer (BAFO) since no further price negotiations will be carried out and your BAFO will be considered as the final price for evaluation

Preferred payment term: Fully Managed Service model - Quarterly in arrears with 45 days credit from the date of invoice for the all-inclusive total project cost for 5 years proposed above. The Bidder should indicate the proposed payment terms in relation to each cost component indicated in the above Price Schedule Form.

Advance payment is not acceptable. Please indicate the relevant payment terms based on the all-inclusive total project cost for 5 years proposed above.

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

Bid Validity :.....

Bid Declaration : Yes/ No (to be attached with Technical bid)

Acceptance for the conversion rate above if quoted in foreign currency: Yes/ No

Acceptance on 10% performance security :.....

Implementation lead time :

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

Method of payment :

Bank details :

Head Office :

Account Name :

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

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

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

Date : *[insert date]*

Section IV - Annex C

THIS IS A COMPULSARY DOCUMENT. IF YOU DO NOT FILL THIS, YOUR BID SHALL BE REJECTED.

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, 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 V - Schedule of Requirements

Provisioning of a Market Intelligence and Sales Analysis System for SriLankan Airlines Ltd.

Line Item #	Description of Service / Solution	Destination	Delivery Date
1.	A solution which covers the mandatory requirements of the Market Intelligence System with origin-destination control functionalities, Service requirements, and Security requirements, listed in Section VI – Technical Specifications and Compliance Sheet		
2.	Project Management		
3.	Acquisition		
4.	License	IT Division of SriLankan Airlines	Based on the project implementation timelines
5.	Integration with other systems		
6.	Scoping study		
7.	Product customization		
8.	Data migration		
9.	Training		
10.	Hardware		
11.	System usage		
12.	Hosting the solution		
13.	Communication		
14.	Support & Maintenance for 05 years		

Section VI - Technical Specifications & Compliance Sheet

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

Solution to primarily provide market behavior analysis and predict outcomes in terms of competitor impact and agency contribution along with airline share within each market using artificial intelligence and machine learning technology at Sri Lankan Airlines (SLA) as stated in this document. Schedule of business requirements and specifications are stated below.

Consultancy services to establish artificial intelligence and machine learning based procedures and processes at SLA revenue management and Sales to achieve budgeted revenue and long-term plan.

1. INTRODUCTION

This document formulates SriLankan Airlines requirements for implementing a Futuristic Market Intelligence and Sales Analysis System developed primarily based on Artificial Intelligence (AI) and Machine Learning (ML) technology, which will also provide historical information for comparison purposes as required.

Requirement of SriLankan is described in this document, anticipating bids from the reputed suppliers worldwide.

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

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

2. OVERVIEW

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

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

SriLankan IT is accredited with ISO 9001:2015, ISO/IEC 27001:2013 and ISO/IEC 20000-1:2018

3. BUSINESS SYSTEM AND REQUIREMENTS

SriLankan Airlines Limited, the national carrier of Sri Lanka is accepting bids for

- Futuristic Market Intelligence and Sales Analysis System for Revenue Analysis, Tracking and Optimization based on Artificial Intelligence (AI) and Machine Learning (ML) technology, which will also provide historical information for comparison purposes.

Requirement of SriLankan Airlines is described in this document, anticipating bids from the reputed suppliers worldwide.

The purpose of the RFP is to provide the business and technical requirements specific to SriLankan Airlines and to identify and select a quality solution which could maximize the benefits for SriLankan Airlines. Detailed requirement will be included in the RFP document itself.

Contract period will be 5 years with a possible extension of upon agreement by both parties and after proper study by SriLankan Airlines of the Market Intelligence industry at the time.

Objectives

- Setting network-wide Point of Sale / Origin-Destination based targets (Passenger, Yield and Revenue),
- Competitor activity monitoring
- Tracking of market share and market activity from point-to-point perspective
- Tracking of market share and market activity from beyond and behind passenger carriage perspective
- Monitoring Point of Sale / Origin-Destination targets on a month-on-month basis
- Monitoring agent performances.
- Deriving segmentation strategies and sales strategies
- Provide insights in formulating pricing strategies
- Checking the accuracy and data quality against Revenue Accounting data

Functional requirements for a futuristic Market Intelligence and Sales Analysis system

No.	Functional Requirements	Description
3.1	Market Growth and Competitor Environment	
3.1.1	Total Market Growth Figures	<p>To include- total of direct and indirect sales data (E.g., Direct sales - IBE, Airline ticket office and etc, Indirect sales - GDS etc.)</p> <ul style="list-style-type: none">• for Operating/Marketing and Airline Alliance• from Region/Country/City or Airport• Breakdown of the passenger data based on the direction (e.g., Oneway, both ways, both sides slip and etc.)• Drilled down passenger by carrier model perspective (e.g., FCC and LCC)• all data is required to be looked at from global perspective• Cabin Perspective• And drilled down to a POS, Agency perspective (IATA Code/postal code)

3.1.2	Change in market and market composition in line with UL or competitor activity	in terms of <ul style="list-style-type: none"> • New operations • Frequency/Capacity changes • Promotional initiative driven volume shifts etc.
3.1.3	Point of Sale drill down	By <ul style="list-style-type: none"> • Competitor perspective (absolute number and share %) • Fare share comparison (QSI and Market share) • Revenue share & Market share comparison • Distribution Channel perspective • Passenger travel target segment (e.g., corporate, leisure etc.) perspective • RBD/Cabin wise data • PPDEW/Distance (passenger per day each way) • Passenger travel path through breakdown of connecting airports and airlines • Frequency • Average uplift/load
3.1.4	Total Revenue and Yield calculations All data is required to be looked at from global perspective and drilled down to a POS, O&D and Cabin level	Fares to be defined and displayed in USD and Local Currency (only if POS selected as <ul style="list-style-type: none"> • Base fare • Fare + YQ + YR • Total Fare (with all surcharges) • Total Fare (with all surcharges+Taxes) if possible
3.1.5	Trending and comparison of two date ranges for defined period for all the above. e.g., 12 months comparison over last year, period of summer and winter comparison, Day wise etc.	

3.2	Passenger Composition on a Flight	
3.2.1	Passenger carriage from a point to point, behind and beyond perspective	<ul style="list-style-type: none"> • To include total of direct and indirect data When possible FCC+LCC details • For Operating/Marketing and Airline Alliance • From Region/Country/City and Airport wise • All data is required to be looked at from global perspective and drilled down to POS & Agency perspective
3.2.2	Point of Sale Drill Down from	<ul style="list-style-type: none"> • Airline carriage per leg- in terms of passenger numbers revenue and yield perceptive • Passenger travel path through Break down of connecting airports and airlines • Passenger travel based on time (arrival and departure) window • Distribution Channel perspective (e.g. - IBE, ABE, GDS, IATA & SUB agents, CTO) • Passenger travel target segment (e.g., corporate, leisure etc.) perspective • RBD/Class wise data • PPDEW/DISTANCE (passengers per day each way) •
3.2.3	Trending and comparison for defined period for all the above	
3.3	O&D HUB and Connectivity	
3.3.1	Total passengers flying between two points as well as passengers who would have started behind the leg origin and flying beyond the leg destination	
3.3.2	Arrival and departure timings at a given airport along with the flight number, the	

	airline code, operating days, origin, destination, frequency, and aircraft type	
3.4	Forward Analysis on Passengers and Yield Figures for at least Future 12 Months or more	
3.4.1	Forward looking data to be loaded daily, illustrating projected traffic over the next 12 months period on a non-rolling basis	<p>To include total of direct and indirect data</p> <ul style="list-style-type: none"> • for Operating/Marketing/Ticketed and Airline Alliance • From Region/Country/City and Airport wise • For Daily, Weekly, monthly snapshot dates • For class wise • Booking build-up trend for 365 days • Agency level perceptive- IATA Code/postal code
3.4.2	Change in market and market composition in line with UL or competitor activity	<p>in terms of</p> <ul style="list-style-type: none"> • new operations • frequency changes • Capacity changes if possible • promotional initiative driven volume shifts etc
3.4.3	<p>Historical snap shots at least up to 24 months for trend analysis and comparison (O&D wise forward bookings against last year's same snapshot date)</p> <p>Would be better with the possibility of excluding certain financial years when required. (Ex: Comparison of 2021/22 vs</p>	<p>POS and Leg Drill down by:</p> <ul style="list-style-type: none"> • Competitor perceptive (absolute number and share %) • Agency level perceptive- IATA Code/postal code <ul style="list-style-type: none"> ○ QSI share comparison ○ total Revenue (with and without taxes) ○ Yield comparison ○ Passenger travel path through Break down of connecting airports and airlines ○ Passenger travel target segment (e.g., corporate, leisure etc.) perspective ○ Distribution Channel perceptive ○ RBD/Class wise data ○ PPDEW/Distance

	2018/19 excluding 1 or 2 years of Pandemic era)	
3.4.4	Total Revenue and yield calculation	<p>Fares to be defined and displayed in terms</p> <ul style="list-style-type: none"> • Base fare- ticketed and booked • Fare + YQ + YR ticketed and booked • Total Fare (with all surcharges) - ticketed and booked
3.4.5	Trending and comparison for defined period for all the above	
3.4.6	Forward looking and post data for a given month should tally-if not variance should be quantified	
3.4.7	Algorithmic model to handle external/pandemic situations (eg: COVID 19)	
3.5	Agency Performance	
3.5.1	Post evaluation on agency performance based on expected agency share in comparison with the market QSI	<p>Include total of direct and indirect data</p> <ul style="list-style-type: none"> • for Operating/Marketing and Airline Alliance • When possible to include all FCC and LCC carriers • From Region/Country/City or Airport wise • All data is required to be looked at from global perspective <ul style="list-style-type: none"> ○ And drilled down to POS, market (OD), Airline & agency perspective (e.g.: IATA code, city code and GDS pseudo city code and etc)
3.5.2	POS drill down by IATA Code/Postal Code	<ul style="list-style-type: none"> • Competitor perceptive as per agency (absolute number and share %) • QSI share comparison • Passenger travel target segment (e.g., corporate, leisure etc) perceptive • Passenger numbers, yields and total Revenue • Agent performance analysis and comparison of agent performance against industry average (Reports/Dashboards)

3.5.3	Total Revenue and yield calculations	<p>Fares to be defined and displayed in terms</p> <ul style="list-style-type: none"> • Base fare- ticketed and booked • Fare + YQ + YR- ticketed and booked • Total Fare (with all surcharges)- ticketed and booked
3.6	Data Availability	
3.6.1	Availability of Data in Leg, O&D, class and Segment formats	
3.6.2	Availability of forecasted passenger, yield data break down on Leg, O&D, class and segment formats for at least 12months	
3.6.3	Availability of a 3-year backup for historical data	
3.7	Data Estimation and Algorithms	
3.7.1	Estimation parameters to be presented for all data estimations	
3.7.2	Yield / Sales algorithm to include all sales channels (GDS, web and ticket office sales) as well as all market types (BSP, ARC etc)	
3.7.3	Inclusion of low-cost carrier data in certain markets	

	where low-cost impact the market. E.g. - DXB, KUL etc	
3.7.4	Need for accurate class mapping across all airlines for segmenting Business class & Economy class data.	
3.8	Timely release of Total Data Sets	
3.8.1	Release of both direct data and indirect data with the estimation (total market size) within 35 - 40 days for analysis (past and forward looking)	
3.8.2	Daily release of indirect data for (data past and forward looking) analysis to be realistic and add value to the Airline	
3.8.3	Data processing cost to be streamed lined to daily processing	
3.9	Application Functionality and Look & Feel	
3.9.1	The application user interfaces to be organised in a structured manner with easy navigation and an efficient downloading	

	mechanism for data and visual graphics	
3.9.2	Minimize downloading time and excel workings in arriving at data analysis, through Dynamic Tables	<ul style="list-style-type: none"> • Need for the system option where user can customise and set- needed downloading formats through the system- whereby data down loads could be set on scheduled basis. Airline staff should be trained to create new reports when necessity comes • When possible the ability to create required dashboards which can be scheduled.
3.9.3	One click drill-down functionality- where on a defined O&D, Segment or leg, all needed parameters are displayed. For example, On LON-CMB O&D, a one click option should exist, where, all sector data, leg data, competitor data, agent data etc can be displayed	
3.9.4	A comprehensive report generating module should be available and some standard reports should be available in the system	
3.9.5	Realtime Dashboard management system to visualise summary of the important data based on user requirement	
3.9.6	Uniformity across all graphical interfaces	
3.9.7	Simple terminology to communicate to average users	

3.9.8	Web based application	
3.9.9	Application availability & accessibility	
3.9.10	Mobile application to retrieve market intelligence data	<ul style="list-style-type: none"> • Quick access of market intelligence data • Data sharing & viewing facility through mobile application
3.10	Raw Data Files	
3.10.1	Timely dispatch of raw data files on request from the airline	
3.11	Value Additions	
3.11.1	Predicative analytics showcasing future trends or market insights in usable fashion giving actionable intelligence without major manual intervention based on published schedule and each market's forecasted climates	<ul style="list-style-type: none"> • Possibility of scenario planning by changing forecast metrics to drive decisions in a changing business environment
3.11.2	Information on Ancillary Revenue streams by Region/ Market and route and average yields	
3.11.3	Identification and classification of loyal customer information (FFP member base) and other related data	

3.11.5	Passenger categorization based on fare-basis	To identify individual and group travellers To identify passengers types (ex: tour operator code)
3.11.4	<ul style="list-style-type: none"> Any additional Market Intelligence perspectives to drive business which have surfaced from research apart from the above. 	
	<ul style="list-style-type: none"> 	
3.12	System Administration Management	
3.12.1	Management of system structure, including System parameters, Report, System admin	SLA has full control in configuring the system via administrator (power user) access without contacting vendor.
3.12.2	System Log Viewer (at least the last 12 months). Manage activity history of system.	SLA can view and download log files via administrator (power user) without vendor's permission. Detailed Logs should be available for all user interactions with the system.
3.13	User Administration	
3.13.1	User Management (Minimum of 100 users and 30 concurrent users)	
3.13.2	User Roles	Flexibility to define user roles, (administrator, power user and etc)
3.13.3	User Log Viewer (at least the last 12 months).	Support for managing and historical tracking of user activity/action.

3.14	Integration and Interfaces with other Systems	
3.14.1	Integration with internal Management Information System	Daily/weekly/Monthly data feeds
3.15	Training	
3.15.1	User Training	<ul style="list-style-type: none"> • One on-site training during the implementation and one on-site training after 3 months for all users. • Online Refresher training annually • Additional trainings in the event of version upgrades/product enhancements
3.15.2	User manuals	Electronic versions (video, pdf, etc.)

4. INSTALLATION OPTIONS

- 4.1. Vendor hosted (SaaS) cloud-based solution. Vendor is responsible for maintenance, backups, software version upgrades, and 24/7 system availability.
- 4.2. Supplier should provide information on where provided services are hosted. If cloud hosted environment, it is recommend getting the system hosted on Singapore data center to reduce latency.
- 4.3. The security gateway for SriLankan corporate network is the main Firewall. All the external connectivity to the corporate network such as IPSec VPN and Internet services must access through the firewall. The gateway infrastructure will provide network authentication, accounting, and access control. It is also equipped with the security virus wall for all the traffic of FTP, SMTP and HTTP/HTTPS. The technologies used include Checkpoint Firewall, Trend Micro Gateway Antivirus Products, MS ISA & TMG Servers, Cisco Secure Access Control server & adaptive security appliance.
- 4.4. Supplier should provide details on how system/services could be accessed (Internet, MPLS, etc.).
- 4.5. Supplier should clearly indicate the per user bandwidth required to carry out user activates without any network interruption.

- 4.6. Supplier should indicate number of concurrent users will be allowed to connect to the system at a given time.
- 4.7. Proposed solution should be capable of integrating with SriLankan Airlines Active Directory (AD) and supplier should indicate how the connectivity could be established with On-Premises AD and hosed platform.
- 4.8. Supplier should indicate the minimum latency requirement (end to end) to run the application without any interruption.
- 4.9. Supplier should provide all URLs, IPs and ports that required to be opened from SriLankan firewall.
- 4.10. Supplier should share a pingable IP to check the latency from UL network to host end.
- 4.11. Supplier should provide a detail network diagram covering all relevant network devices, links, communications, etc.
- 4.12. Supplier should mention required Software list on the client desktop with versions.
- 4.13. To obtain the supporting data (if applicable), system needs to be integrated with existing applications/systems within SriLankan Airlines & systems hosted outside SriLankan Airlines premises.

5. SERVICE REQUIREMENTS

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 gives first level support for all IT issues. For second and third level support ITSD Team do coordination with internal and external support teams.

ITSD functions in 24x7 basis and is accredited with ISO/IEC 20000-1:2018, IT Service Management standard.

We expect following requirements form Supplier:

5.1. Support Services

- 5.1.1. The supplier shall deliver meaningful business-related Service Levels appropriate to the operations now and in the future
- 5.1.2. The supplier shall provide services in accordance with the agreed Service Levels.
- 5.1.3. The supplier shall provide a single point of contact (help/service desk) to channel all the issues escalated to the supplier.
- 5.1.4. The supplier shall maintain all necessary systems and processes to monitor and report on Service Levels for and on behalf of SriLankan IT.
- 5.1.5. The supplier shall generate reports on Service Levels and share with SriLankan IT Service Delivery Team, ITSD.
- 5.1.6. The supplier 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.
- 5.1.7. The Supplier shall clearly define remote support procedures for 24x7 support to enable a smooth workflow and reduce operational problems which could occur in case of time zone differences
- 5.1.8. The supplier agrees that a Severity 1 Problem or Severity 1 Incident is 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.
- 5.1.9. The Supplier agrees that a Severity 2 Problem or Severity 2 Incident is 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.
- 5.1.10. The Supplier agrees that a Severity 3 Problem or Severity 3 Incident is 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.
- 5.1.11. The Supplier agrees that a Severity 4 Problem or Severity 4 Incident is any other Service degradation not covered by definitions of Severity 1-3 Problems.
- 5.1.12. The Supplier shall provide Service Levels for Incidents reporting in terms of help /service desk responses to Telephone calls, emails or web portal incident record generated by ITSD. These include but will not be limited to response times by severity level, mean time to fix and escalation.
 - Severity 1 - Response time Immediate, Resolution time 12 hours.
 - Severity 2 - Response time 8 hours, Resolution time 2 days.
 - Severity 3 - Response time 3 days, Resolution time 30 days.

➤ Severity 4 - Response time 5 days, Resolution time on mutual agreement.

- 5.1.13. The Supplier shall fix all the Incidents and Problems as they become aware of the situation.
- 5.1.14. The Supplier shall notify SriLankan ITSD as soon as the Supplier identify an unplanned outage.
- 5.1.15. Repeated failure to meet this Service Level will allow SriLankan IT at sole discretion to terminate the Agreement in part, or in whole.
- 5.1.16. The Supplier 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.
- 5.1.17. In the event of a Service Level Failure, the Supplier shall, in addition to remedies available to SriLankan IT, apply Service Credits.
- 5.1.18. Service Credits shall not be sole or exclusive remedy with respect to the Supplier`s failure to perform the Services in accordance with the Service Levels.
- 5.1.19. The Supplier shall provide training and training documentation which covers incident logging, update, escalation, service report generation etc.
- 5.1.20. The Supplier shall provide incident logs and reports for all incidents and problems.
- 5.1.21. The Supplier shall agree to conduct monthly service review meeting with SriLankan IT
- 5.1.22. The Supplier shall provide TEST system/environment similar to the PRODUCTION environment for the purpose of testing new releases, maintenance releases and changes to the system. Access to the TEST environment shall be provided to SriLankan IT.
- 5.1.23. The Supplier shall agree to test All new releases or modifications to the system in the TEST environment before enabling to the users
- 5.1.24. The Supplier shall maintain 99.99% system availability taking into consideration the current and future fleet size with no additional cost to SriLankan IT.
- 5.1.25. The Supplier shall provide escalation procedure (including supplier side escalations) for each type of incidents and problems.
- 5.1.26. The Supplier should provide the project plan detailing all activities and time durations for preparation and implementation of the application.

5.2. Service Monitoring

- 5.2.1. The supplier shall do (or provide tools to SriLankan IT to do) 24X7 hrs. proactive service/ system monitoring.
- 5.2.2. The supplier shall do service / system improvements based on the outputs of Service Monitoring.

- 5.2.3. The supplier shall configure Alerts to notify/warn on critical system components and business functions.

5.3. Change Management Procedures

- 5.3.1. The supplier shall provide an industry standard Change Management Procedure to be in place for handling future modifications or enhancements.
- 5.3.2. SriLankan shall request modifications to system via a Change Request form or by any availed electronic change management system and both parties shall mutually agree on deliverable dates.

5.4. Maintenance & Planned Outages

- 5.4.1. The Supplier shall agree with SriLankan IT on Planned Outages with a minimum pre notification period of 5 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.
- 5.4.2. All requests by the supplier for downtimes will be processes in accordance with the agreed Change Management process.

5.5. Unplanned Outages

- 5.5.1. The Supplier shall notify SriLankan ITSD as soon as the Supplier identify the occurrence/need of an outage which is not included in the planned outage schedule.

5.6. Backup and Restore

- 5.6.1. The Supplier shall ensure adequate backup procedure is in place for the systems provided including a back-up of data every 24 hours.
- 5.6.2. The Supplier shall retain data for 5 years and SriLankan can access their data on-line at any time.
- 5.6.3. The Supplier shall restore archived data to a non-production instance on SriLankan IT request.

5.7. Business Continuity & Disaster Recovery

- 5.7.1. The Suppliers bid shall cover adequate Disaster Recovery and Business continuity aspects to support the critical business operations.

6. OTHER REQUIREMENTS

6.1. Service Level Agreements

- 6.1.1. 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.
- 6.1.2. The Service Level agreement should be based on the service requirements defined on section 5.
- 6.1.3. Bidders should propose the expected Service Level Agreement with the bids. This should include industry standard compliance components as well as penalties for non-conformity. Finalizing the Service Level Agreement with SriLankan Airlines is the responsibility of the prospective bidder/supplier.
- 6.1.4. As indicated in section 7.1.3 it is the responsibility of the bidder to submit the Service Level agreement with penalty clauses on par with the industry standards to supplement the service charges. SriLankan Airlines will evaluate the effectiveness of penalties in the context of the requirements and negotiate with the prospective bidder to improve them. Finalization of the Service Level Agreement is a prerequisite for the prospective bidders to proceed on the final evaluation.

7. IT SECURITY AND OTHER COMPLIANCE NEEDS

7.1. Scope

This project includes all the components and/or implementation services necessary to provide a proposed solution and feature requirements outlined in this RFP. The scope of this RFP includes the following:

- 7.1.1. Identification and recommendation of an appropriate solution, which fits the SriLankan Airlines requirements and allows for future growth.
- 7.1.2. Provide equipment, installation, testing.
- 7.1.3. Provision of initial and extended warranties/licenses and technical support services (including detailed initial acquisition costs and on-going support options by year).
- 7.1.4. Provision of documentation in printed and electronic format, including administrative and end user manuals, troubleshooting guides or Q&A.

7.2. Pre-Requisites

- 7.2.1. Interested Parties shall sign an NDA with SriLankan Airlines prior to requesting any additional information. The terms and conditions in the NDA (Annex A) are not negotiable.
- 7.2.2. Interested Parties 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.
- 7.2.3. Interested Parties are hereby notified that successful bid will be required to sign a **Support & Maintenance Contract** for a period of five (05) years. Such contract shall include preventive maintenance to be carried out by solution provider, as part of the overall solution, including but not limited to,
 - Prompt Patch updates and Version Upgrades
 - Quarterly health checks
 - Periodic optimization reviews
 - Monthly service reviews with operational statistics
- 7.2.4. Interested parties shall indicate available Licensing models and recommend the best suited model based on outcome of sizing exercise.
- 7.2.5. Interested Parties 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).
- 7.2.6. Interested Parties shall indicate the adequate Skilled Human Resource availability to successfully complete the project within agreed timeline.
- 7.2.7. Bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this RFP.
- 7.2.8. The specifications provided in this RFP are the minimum requirements of SriLankan Airlines. The supplier shall meet or exceed these specifications.

7.3. General Requirements

- 7.3.1. Solution MUST be “Off-the-Shelf”, meaning that 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.
- 7.3.2. The proposed solution MUST provide a complete backup and restore capability itself, through an integrated database or be integrated through the standard backup software.

- 7.3.3. Interested parties MUST provide 24/7 technical support, including issue/problem reporting and assistance.
- 7.3.4. Solution MUST seamlessly integrate with all leading Security Information & Event Management (SIEM) Solution. Interested parties shall submit details of any dependencies together with the bid.
- 7.3.5. Solution components should be certified by independent assessing authorities.

7.4. Functional Requirement

- 7.4.1. Interested party must have 24 hours a day, 7 days a week and 365 days coverage for technical assistance and/or helpdesk facilities.
- 7.4.2. During the agreement period, the interested parties shall provide both corrective and preventive maintenance. Preventive maintenance shall include random hardware checks on all the equipment provided under this RFP, software tests and general health tests on other equipment and software/other tools, as may be applicable. Schedule of Preventive Maintenance shall be included along with the RFP response which must state procedures, type of services to be provided under this requirement.
- 7.4.3. The provider must promptly share Information on bug fixes, feature upgrades and major releases, as and when available, to SriLankan Airlines technical team.
- 7.4.4. Prompt implementation of bug fixes, feature upgrades and major releases deemed as essential and/or advantageous by the supplier and/or the customer technical team without any cost escalation to SriLankan Airlines.
- 7.4.5. The provider shall sign with the customer a Service Level Agreement that includes, but not limited to, the terms mentioned herein before the date of commencing support services.
- 7.4.6. Service delivery, system performance and system optimization aspects shall be reviewed during a monthly meeting.
- 7.4.7. Interested Parties are encouraged to submit any additional features, which are not specifically stated as requirements above, provided such features bring value to the overall objectives. Please include details how such additional features/modules would complement overall security posture and requirements stated herein. (Note: please quote financials separately for non-mandatory components)
- 7.4.8. Bids shall state scalability for potential future expansions.
- 7.4.9. Bids shall clearly explain how the intended solutions will integrate with existing SriLankan Airlines IT Systems, including and not limited to, SIEM, Backup Management, Active Directory.

7.4.10. All bids shall detail implementation timelines.

8. EXTENDED INFORMATION SECURITY SCHEDULE

8.1.

Extended Information Security Schedule for Service Providers, Contractors, and other interested 3rd Parties

#	Policy statements/ Compliance requirements for Third Party Organizations	Deployed technical controls	Deployed procedural controls	Overall compliance (Yes/No/ Not Applicable)	Reasons for Not Applicability	Compensating controls	Remarks
1	General						
1.1	Access control (access to buildings/areas) Technical and/or organizational procedures shall be in place for access control and, in particular, for the identification of authorized persons						
1.2	Access controls Procedures shall be available with regard to user identification and authentication, both technical (password/password security) and organizational (master user data)						

1.3	<p>Access privilege controls (the prevention of prohibited activities that exceed the granted user rights within an IT system).</p> <p>Authorization model and access rights to meet requirements shall be available; with monitoring and logging of the same</p>						
1.4	<p>Transfer controls (for all aspects of the transfer of personally-identifiable data: electronic transmission, data transport, conveyance checks) shall be available</p>						
1.5	<p>Input controls (audit trail, documentation on data administration and maintenance)</p> <p>Procedures that support a historical audit of when data was entered, modified or removed (deleted), and by whom shall be available.</p>						
1.6	<p>Contract controls (assurance of policy-compliant processing of contractual data)</p> <p>Procedures (technical/organizational) shall be available defining the responsibilities of contractor and client.</p>						
1.7	<p>Availability controls (data shall be protected against accidental deletion or loss)</p> <p>Procedures for data archiving (physical/logical) shall be available</p>						

1.8	<p>Controls for separation of duties (datasets that are created for different purposes shall also be processed separately).</p> <p>Procedures shall be available to support the separate processing (storage, modification, deletion, transmission) of datasets that serve different contractual purposes.</p>						
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	<p>The Third-Party Organization shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Personal Data.</p> <p>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 unauthorized or unlawful Processing or accidental loss, destruction or damage to Personal Data.</p> <p>For the avoidance of doubt in the event of a dispute between the Third-Party Organization and SriLankan, SriLankan shall decide whether the Third-Party Organization has put in place appropriate technical and organizational measures in accordance with this Clause 11.</p>						
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2.4	<p>The Third Party Organization shall will notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal Data Breach; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.</p>						
2.5	<p>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 organizational measures to ensure a level of security commensurate with the risks associated with the Processing.</p>						

2.6	The Third-Party Organization shall use reasonable endeavors to provide such assistance as SriLankan reasonably requires in relation to satisfying any legitimate requests received from Data Subjects in relation to the Personal Data.						
2.7	The Third-Party Organization shall keep a record of any Processing of Personal Data it carries out, including: 9.7.1 the purposes of the processing; 9.7.2 a description of the categories of data subjects and of the categories of Personal Data; 9.7.3 the categories of recipients to whom the Personal Data have been or will be disclosed; and 9.7.4 each transfer of Personal Data and, where relevant, the documentation of suitable safeguard.						
2.8	The Third-Party Organization shall take steps to ensure that, from and including 25 May 2018, their Processing of any Personal Data is compliant with the GDPR.						
3	Security Governance						
3.1	Third-Party Organization shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement						

	with SriLankan Airlines and liaise with SriLankan Information Security team as required.						
3.2	Third-Party Organization shall have management-approved Information Security policies and procedures aligned with applicable external standards, regulations and SriLankan requirements, which shall be reviewed and updated periodically.						
3.3	The Solution and the Third-Party Organization is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) standard and the certification is up-to-date. (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').						
3.4	Third-Party Organization shall continually improve the suitability, adequacy and effectiveness of Information Security in accordance with applicable external standards, regulations and SriLankan requirements.						
4	Security Risk and Compliance						
4.1	Third-Party Organization shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the						

	provision of its services to SriLankan and to processing of SriLankan information and/or information systems.						
4.1.a.	The risk register shall be maintained to show the nature, extent of and progress made in mitigating the identified risks.						
4.2	Third-Party Organization shall conduct periodic compliance reviews against management-approved Information Security policies.						
4.3	Third-Party Organization shall notify SriLankan where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.						
4.4	Third-Party Organization shall abide by the contractual agreements put in place with respect to SriLankan requirements which includes but not limited to code ownership and intellectual property rights.						
4.5	Third-Party Organization shall facilitate and participate in periodic Information Security reviews which will be carried out by SriLankan or on behalf of SriLankan. Information Security reviews may also be conducted under the following conditions:						
4.5.a	Security incident/breach						

4.5.b	Major change in information systems used to provide services to SriLankan						
4.6	Third-Party Organization shall provide periodic reports on risk and compliance management as applicable to services provided to SriLankan.						
4.7	Third-Party Users shall comply with all applicable SriLankan corporate and Information Security policies, standards and procedures.						
5	Personnel and Physical Security						
5.1	Third-Party Organization shall conduct adequate background verification checks of their staff involved in SriLankan Airlines engagement						
5.2	Third-Party Organization shall proactively inform SriLankan Airlines if screening has not been completed or if the results give cause for doubt or concern						
5.2	All employees in the Third-Party Organization shall sign a Non-Disclosure Agreement.						
5.3	Third-Party Organization shall ensure that all employees complete mandatory Information Security awareness course periodically covering topics like password and user account security, information protection and						

	handling, issues of confidentiality and company security standards.						
5.4	Third-Party Users shall sign a Non-Disclosure Agreement before gaining access to SriLankan information and information systems.						
5.5	Third-Party Organization shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.						
5.6	Third-Party Organization shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.						
6	Security in Applications, Systems and Networks						
6.1	Third-Party Organization shall design, implement and operate a Layered Security model to provide adequate and effective protection for SriLankan information and information systems. This shall be a combination of preventative, detective and reactive controls and must apply to development, test, pre-production and production environments.						

6.2	Third-Party Organization shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.						
6.3	Third-Party Organization shall design, implement and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.						
6.4	Third-Party Organization shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.						
6.5	Third-Party Organization shall implement and operate robust network, system and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services and devices.						
6.6	Third-Party Organization shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control,						

	Mobile Device Management shall be implemented and operated.						
6.7	Third-Party Organization should periodically deliver an independent report on the effectiveness of information security controls and agreement on timely correction of relevant issues raised in the report to SriLankan Airlines, on request						
6.8	Third-Party Organization shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. Third-Party Organization shall apply security patches in mutually agreed timeline without any cost escalation.						
6.9	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to Third-Party Organization. If any vulnerability is found, Third-Party Organization shall agree to apply security patches in mutually agreed timeline without any cost escalation.						

6.10	Third-Party Organization should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities						
6.11	During the year , Third-Party Organization shall conduct information security reviews of its sub contractors and its own suppliers engaged in services/products delivered to SriLankan during the year						
6.12	Third-Party Organization shall conduct BCP testing on SriLankan Related systems/services during the year						
7	Security in System Delivery Lifecycle						
7.1	Third-Party Organization shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.						
7.2	Third-Party Organization shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.						

7.3	Third-Party shall ensure that access to program source code is restricted and strictly controlled.						
8	Data Security						
8.1	Third-Party Organization shall design, implement and operate adequate security controls to protect confidentiality, integrity and availability of SriLankan data and/or information in accordance with the classification levels.						
8.1.a	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.						
8.2	Third-Party Organization shall only transmit, process or store SriLankan data and/or information in accordance with the contract requirements.						
8.3	Third-Party Organization shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right To Information Act.						
8.4	Third-Party Organization shall have an established data and media disposal processes incorporating suitable security requirements aligned with relevant industry						

	accepted standards or regulations. SriLankan data shall be suitably disposed of under the following conditions:						
8.4.a	Contract expiry						
8.4.b	Equipment / media retirement or maintenance						
8.5	Third-Party Users shall not process or store SriLankan data and/or information on non SriLankan devices. Where there is a legitimate business requirement to do so, approvals must be taken from SriLankan Information Security team.						
9	Authentication & Password Compliance						
9.1	Role Based Access & Workflow Approvals (Segregation of Duties)						
9.2	Active Directory (AD) Integrated (If Yes , please proceed to A-7)						
9.3	Password age – 60 Days						
9.4	Minimum password length – 8 Characters						
9.5	Password change at initial login						
9.6	Password Complexity						
9.6.1	At least one 'UPPERCASE' character						

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

11	Audit & Event Logs (for all user activities, including administrative and privileged user activities, and system configuration changes)						
11.1	Application Audit Logs (including transaction logs)						
11.2	Database Level Audit Logs						
11.3	OS Level Audit Logs						
11.4	Event Logs (including successful/unsuccessful login attempts)						
11.5	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)						
12	Encryption						
12.1	256 bit key encryption for data at rest and in transit.						
12.2	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures)						
13	Data Validation						
13.1	Input & Output Data Validation						
14	Connectivity and Access Control						

14.1	Web applications enabled with current TLS version certificates						
14.2	Remote diagnostic and configuration port should be protected.						
14.3	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console)						
14.4	Ability to configure a Log-on banner						
15	Dependent Systems and Services (if yes, please provide information on systems/services/ports in remarks)						
15.1	Solution necessitates dependent systems & services						
16	Incident Management						
16.1	Third-Party Organization shall inform SriLankan Airlines about any incidents related to information security as soon as an incident occurs						
16.2	Third-Party Organization shall inform about the workarounds and rectifications taken to address the incidents						
16.3	Third-Party Organization shall provide audit trails and records of information security events, operational problems, failures, tracing of faults and disruptions related to the service delivered						

17	Service Continuity						
17.1	Availability - 99.95%						
17.2	Recovery Time Objective - 1 hour						
17.3	Recovery Point Objective - 1 hour						
17.4	Third-Party Organization agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.						
18	Right to Audit & Monitor						
18.1	Third-Party Organization agrees that performance of the Services will be subject to monitoring by SriLankan Airlines.						
18.2	Third-Party Organization agrees to keep accurate and complete records and accounts pertaining to the performance of the Services. Upon no less than seven (7) days' written notice, and no more than once per calendar year, SriLankan Airlines may audit, or nominate a reputable firm to audit, records relating to performance of Third-Party Organization/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.						

18.3	If Third-Party Organization obtains Third-Party services by means of outsourcing or sub-contract, Third-Party Organization is required to ensure such activities maintain applicable records to reflect the services agreement with SriLankan Airlines and will be subject to audit/monitor as set forth in 18.1 to 18.3 above.						
19	Licensing Requirements						
19.1	Does the solution necessitate additional licenses for Third-Party components/services? (If Yes, please provide information in remarks)						
19.2	If solution necessitates additional licenses for Third-Party components/services, please state if such licenses are included in the proposed solution? (If No, please provide details of additional licenses required from SriLankan Airlines)						
20	Legislative, Standards & Regulatory Compliance						
20.1	Third-Party Organization agrees to sign a Reciprocal Non Disclosure Agreement with SriLankan Airlines						
20.2	Information shared or services obtained as part of SriLankan Airlines engagement with Third-Party Organization will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security						

	Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).						
20.3	Third-Party Organization shall agree to adhere to SriLankan Airlines Information Security Policy						
21	Service Level Agreement						
21.1	Signed Service Level Agreement including, and not limited to,						
21.1.1	Reflect Service Continuity objectives set forth above 17.1 to 17.3						
21.1.2	Defined Response Times and Resolution Times based on defined priorities						
21.1.3	Periodic service review meetings between SriLankan Airlines and the Third-Party Organization						
21.1.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement						
21.1.5	Information about the licensing arrangements (for dependents systems/services), code ownership and intellectual property rights related to the Third-Party Organization's products/ services						

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

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

Annexure A - Information Classification Matrix (for Extended Information Security Schedule)

Classification Level: Public

Classification Criteria: Making the information public cannot harm Sri Lankan Airlines in any way

Access Restriction: Information is available to the public

Classification Level: Internal use

Classification Criteria: Unauthorized access to information may cause minor damage and/or inconvenience to Sri Lankan Airlines

Access Restriction: Information is available to all employees and selected third parties

Classification Level: Restricted

Classification Criteria: Unauthorized access to information may considerably damage the business and/or Sri Lankan Airlines' reputation

Access Restriction: Information is available only to a specific group of employees and authorized third parties

Classification Level: Confidential

Classification Criteria: Unauthorized access to information may cause catastrophic (irreparable) damage to business and/or to Sri Lankan Airlines' reputation

Access Restriction: Information is available only to individuals in Sri Lankan Airlines

ANNEXURE B: 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 :

Section VI -Annexure C-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 - General Specifications

- I. "Supplier/Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the supplier is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.
- II. The Bidder should arrange product demonstration at SriLankan Airlines premises at the evaluation stage. All applicable expenses including airfare should be borne by the Bidder.
- III. The Bidder needs to perform a Proof of concept (POC) of the proposed system/solution on request of SLAL. All applicable expenses including airfare should be borne by the Bidder.
- IV. If required, SriLankan Airlines will request to inspect the product/solution at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), same has to be arranged by the Bidder at a client site to inspect the proposed product/solution. All applicable expenses including airfare shall be borne by the Bidder.
- V. All other on-site & off-site expenses & all incidental expenses related to the project implementation, maintenance & support etc. within the 5-year contract period, including Airfare should be borne by the Bidder.
- VI. If accepted, it is mandatory that the Supplier/Bidder signs a Contract Agreement. Refer Section VII for Draft Agreement format for reference and Data Privacy & Security Schedule.
- VII. In order to ensure continuity of supply of Goods & Services to SriLankan Airlines in the event of a disruption to Bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product/solution.
- VIII. Upon delivery and/ or completion of installation of the system/solution, SriLankan Airlines shall perform User Acceptance Tests (UAT) to determine that the goods/service is operating in conformance with SriLankan Airlines 's published performance specifications for the goods/service and any other requirements agreed to by the parties as indicated in the RFP.
- IX. If SriLankan Airlines find that the delivered goods/service does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the goods/service to compliance with the Specifications. Modification shall not affect the Warranty/ Service Levels provided. If the goods/service is rejected SriLankan Airlines shall recover any and all the money paid, and any service penalties arising due to rejection of the system/solution.
- X. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Goods and services to be procured under this bid exercise and please submit a separate Bidder information form including the information of local agent.
- XI. Advance payment is not acceptable. Quarterly payments with 45 days credit from the date of Invoice and acceptance by SLAL is required.
- XII. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

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

Compliance Sheet

LIST OF COMPLIANCE TO BE SUBMITTED WITH THE BID (MANDATORY) in following format.

Do not add or remove any columns from the original format. Add rows to include all clauses and its sub clauses in this RFP including annexes.

S/N	SECTION	FULLY COMPLIED	PARTLY COMPLIED	NON- COMPLIED	REMARKS
3 Business Requirements					
3.1	Market Growth and Competitor Environment				
3.1.1	Total Market Growth Figures				
3.1.2	Change in market and market composition in line with UL or competitor activity				
3.1.3	Point of Sale drill down				
3.1.4	Total Revenue and Yield calculations				
3.1.5	Trending and comparison of two date ranges for defined period				

3.2	Passenger Composition on a Flight				
3.2.1	Passenger carriage from a point to point, behind and beyond perspective				
3.2.2	Point of Sale Drill Down from				
3.2.3	Trending and comparison for defined period				
3.3	O&D HUB and Connectivity				
3.3.1					
3.3.2					
3.4	Forward Analysis on Passengers and Yield Figures for Future 12 Months				
3.4.1					
3.4.2					
3.4.3					
3.4.4					
3.4.5	...				
3.4.6					
3.4.7					

3.5	Agency Performance				
3.5.1					
3.5.2					
3.5.3					
3.6	Data Availability				
3.6.1					
3.6.2					
3.6.3					
3.7	Data Estimation and Algorithms				
3.7.1					
3.7.2					
3.7.3					
3.7.4					
3.8	Timely release of Total Data Sets				
3.8.1					
3.8.2					
3.8.3					
3.9	Application Functionality and Look & Feel				
3.9.1					
3.9.2					
3.9.3					

3.9.4					
3.9.5					
3.9.6					
3.9.7					
3.9.8					
3.9.9					
3.9.10					
3.10	Raw Data Files				
3.10.1					
3.11	Value Additions				
3.11.1					
3.11.2					
3.11.3					
3.12	System Administration Management				
3.12.1					
3.12.2					
3.13	User Administration				
3.13.1					
3.13.2					
3.13.3					
3.14	Integration and Interfaces with other Systems				
3.14.1					
3.15	Training				
3.15.1					

3.15.2					
4 Installations Options					
4.1					
4.2					
4.3					
4.4					
...					
5 Service Requirements					
5.1	Support Services				
	5.1.1				
	5.1.2				
	5.1.3				
	...				
6. Other Requirements					
6.1	Service Level Agreements				
	6.1.1				
	6.1.2				
	...				
7. IT Security and Other Compliance Needs					
7.1	Scope				
	7.1.1				
	7.1.2				
	...				
7.2	Pre-requisites				
	7.2.1				
	7.2.2				

	...				
7.3	General Requirements				
	7.3.1				
	7.3.2				
	...				
7.4	Functional Requirement				
	7.4.1				
	7.4.2				
	...				
8	<i>Extended Information Security Schedule</i>				
8.1					
...					

Section VII - Draft Contract format for reference

In addition to the below mentioned clauses in this draft agreement, the Bidders bid content and compliance in relation to all clauses of the RFP and DATA PRIVACY AND SECURITY SCHEDULE in Section VII shall be included into final agreement.

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

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

Between;

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

And

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

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

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

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

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

WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Service/solution according to the terms and conditions provided herein.

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

1. OBLIGATIONS OF THE CONTRACTOR:

1.1 The Contractor shall:

- 1.1.1 Deliver Service/solution as more fully described in the Schedule 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 2.6 hereof.
- 1.1.11 Subject to the terms and conditions of this Agreement, the Service/solution shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).
- 1.1.12 Arrange pre delivery inspection at manufacturing plant once the Service/solution are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors' cost (expect air fare of SriLankan Airlines destinations) at the manufacturing location.

- 1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.
- 1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.
- 1.2 In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of years from the date mentioned in the Commissioning and Acceptance Form in Annex for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedulewithout 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
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as 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.
- 2.6 Upon the acceptance of the Service/solution by SriLankan Airlines, the Service/solution shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Service/solution may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Service/solution due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Service/solution are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.
- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Service/solution or any other Service/solution or services from any third party on whatsoever basis during the period of the Agreement.
- 2.8 In the event SriLankan Airlines in its opinion decide that the Service/solution are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Service/solution and:
- (i) refrain from making any payments pursuant to such Order made in respect of such Service/solution; and
 - (ii) either replace the rejected Service/solution with Service/solution meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) obtain substitute Service/solution for the rejected Service/solution and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule ... hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within days from the date of Commissioning and Acceptance in Annex 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 favor, 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 willful misconduct of the Contractor, its servants, agents, employees or representatives;
 - c) acts of theft, pilferage, damage of property caused by the Contractor or its servants, 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 willful misconduct.

5. INSURANCE:

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

- a. A property all risk insurance policy covering any property of the Bidder whilst on the premises of SLA for their current replacement costs. The insurance policy so arranged shall be extended to cover but not be limited to the perils of fire, lightning, electrical and electronic damage, riot & strike, Malicious damage, explosion, cyclone, storm, tempest, flood, natural perils, aircraft damage, impact, accidental damage, terrorism, burglary.
- b. A public liability insurance policy with a limit of indemnity of not less than LKR 5,000,000 per event. The insurance policy so arranged shall be extended to cover liability arising out of fire and explosion.
- c. A workmen's compensation insurance policy covering any employees of the two companies whilst on the premises of SLA in the performance of this agreement. The insurance policy so arranged shall be extended to cover riot and terrorism. In the event a non-Sri Lankan national is employed in the performance of this agreement such employee or consultant shall have a suitable personal accident insurance cover which shall be extended to cover riot and terrorism.
- d. A professional indemnity insurance policy with a limit of indemnity of not less than LKR 10,000,000 per event.
- e. The Bidder shall provide SLAL copies of all certificates or policies of the above insurance covers as evidences.

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

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

7. TERM & TERMINATION:

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

of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or

- d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- e) disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.

7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.

7.6 On termination of this Agreement the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Service/solution duly provided in accordance with the terms of this Agreement. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of this Agreement.

7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, Service/solution, as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar Service/solution procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.

8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.

8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.

8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. GOVERNING LAW:

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

10. FORCE MAJEURE:

- 10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.
- 10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 10.3 In the event the force majeure event relates to delivery of Service/solution by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical. And shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Service/solution shall be extended accordingly.

11. SERVICE LEVEL AGREEMENT AND DATA PRIVACY & SECURITY SCHEDULE:

- 11.1 All the service levels, additions, or amendments in accordance with the Service Level management process and measure/report its performance will attached as a separate Schedule (as specified in the RFP "Section VI Service Level Requirements") to the final agreement.
- 11.2 DATA PRIVACY AND SECURITY SCHEDULE as specified in Section VII will be attached as a separate Schedule to the final agreement.

12. GENERAL:

- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorized representatives.
- 12.10 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.
- 12.11 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.
- 12.12 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 12.13 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.
- 12.14 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.
- 12.15 Any notice or other communication required or authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such fax or e-mail.

In the case of SriLankan Airlines to –
SriLankan Airlines Limited
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 authorized signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above in:

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

Name:
Designation:

Name:
Designation:

Witness:

Witness:

Name:
Designation:

Name:
Designation:

Section VII -DATA PRIVACY AND SECURITY SCHEDULE

1. Privacy Policies

- 1.1.** The Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as morefully set out in [<https://gdpr.eu/tag/gdpr/>] in relation to any Personal Data of customers, employees, and Board of Directors of SriLankan Airlines.
- 1.2.** The Service Provider shall process any Personal Data solely for the purposes identified by the relevant Agreement.
- 1.3.** The Service Provider shall have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing of Personal Data, such measures shall be appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Personal Data.
- 1.4.** The Service Provider shall notify SriLankan promptly and without undue delay and in any event within 24 hours of becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach") of the existence, nature and scale of the Personal Data Breach and shall comply with its obligations under the EU GDPR in respect of the Personal fine; and co-operate with SriLankan to make any reasonable changes to its processes or procedures to prevent a reoccurrence of the Personal Data Breach.
- 1.5.** The Service Provider 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 Service Provider shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the Processing.

2. Security Governance

- 2.1.** The Solution and the Service Provider should be compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) standard and the certification should be up to date.
- 2.2.** The Service Provider shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.

3. Security Risk and Compliance

- 3.1.** The Service Provider shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.
- 3.2.** The Service Provider shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.

4. Personnel and Physical Security

- 4.1.** The Service Provider shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.
- 4.2.** The Service Provider shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.

5. Security in Applications, Systems and Networks

- 5.1.** The Service Provider shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.
- 5.2.** The Service Provider shall design, implement, and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.
- 5.3.** The Service Provider shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.
- 5.4.** The Service Provider shall implement and operate robust network, system, and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services, and devices.
- 5.5.** The Service Provider shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.
- 5.6.** The Service Provider shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. The Service Provider shall apply security patches in mutually agreed timeline without any cost escalation.
- 5.7.** SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to The Service Provider. If any vulnerability is found, The Service Provider shall agree to apply security patches in mutually agreed timeline without any cost escalation.
- 5.8.** The Service Provider should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities.

6. Security in System Delivery Lifecycle

- 6.1.** The Service Provider shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.
- 6.2.** The Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.
- 6.3.** The Service Provider ensure that access to program source code is restricted and strictly controlled.
- 6.4.** The Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders on request basis.

7. Data Security

- 7.1.** The Service Provider shall design, implement, and operate adequate security controls to protect confidentiality, integrity, and availability of SriLankan data and/or information in accordance with the classification levels.
- 7.2.** Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.
- 7.3.** The Service Provider shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right to Information Act, No. 12 of 2016.

8. Backups

- 8.1.** The Service Provider shall agree for scheduled data backups solution as mentioned in “Section VI 36. Backups, Retention & Redundancy” if the RFP.

9. Authentication & Password Compliance

- 9.1.** The Service Provider shall use Role Based Access & Workflow Approvals (Segregation of Duties) with in the solution. The Service Provider shall apply following minimum the Password Policy rules with in the solution; Password age – 90 Days, Minimum password length – 8 Characters, Password change at initial login, Password Complexity (at least one ‘UPPERCASE’ character, at least one ‘lowercase’ character, mixture of numbers and/or symbols), lockout after 5 unsuccessful attempts, 30 minutes lockout duration, password history – 8 passwords)
- 9.2.** The Service Provider shall transfer Authentication information through secure protocols.
- 9.3.** The solution should be able to display the time and date of last successful login, and any failed login attempts to user.

10. Audit & Event Logs

- 10.1.** Application Audit Logs (including transaction logs), Database Level Audit Logs, and Event Logs (including successful/unsuccessful login attempts) should be available within the solution.
- 10.2.** The solution should be capable of keeping logs for all user activities, including administrative and privileged user activities, and system configuration changes.
- 10.3.** Solution and/or solution provider(s) shall agree to transmit collected audit, security and transaction logs to SriLankan Airlines on demand.

11. Encryption

- 11.1.** The Service Provider shall use industry standard encryption to encrypt Data in transit and Data at rest.

12. Connectivity and Access Control

- 12.1.** The solution should be enabled with current TLS version certificates.
- 12.2.** The Service Provider shall protect Remote diagnostic and configuration ports.
- 12.3.** The Service Provider shall configure inactive Session timeout (for Application, Database, OS, Console)

13. Service Continuity

- 13.1** Service Provider shall agree to Service Levels (Availability, Recovery Point Objective & Recovery Time Objective) as detailed in Service Level Agreement referred in Master Agreement.

14. Right to Audit & Monitor

- 14.1.** The Service Provider shall agree that performance of the Services will be subject to audit and monitoring by SriLankan Airlines.

15. Legislative, Standards & Regulatory Compliance

- 15.1.** The Service Provider shall agree to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines
- 15.2.** Information shared or services obtained as part of SriLankan Airlines engagement The Service Provider will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).

15.3. Solution and/or Solution Provider(s) shall comply with acts, regulations, circulars, guidelines are related to eLaws and policies of Sri Lanka government (published on <https://www.icta.lk/act/>), including and not limited to, Sri Lanka Computer Crime Act No 24 of 2007 and Information and Communication Technology Act No.27 of 2003.

16. Evaluation of The Service Provider/Cloud Service Provider (CSP)

16.1. SriLankan may perform periodic assessment of the Cloud Security Provider's security posture where necessary.

16.2. The Service Provider/CSP hosting SriLankan data shall maintain a certification in good standing against an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.

17. Protection of SriLankan Data in Cloud Environment

17.1. The Service Provider/CSP must operate a Layered Security model at the perimeter, core network, systems, application, and data layers to adequately protect SriLankan data.

17.2. SriLankan data and application environment must be segregated from other entities' environments.

18. Compliance and Audit in Cloud Environment

18.1. The Service Provider /CSP must demonstrate compliance against SriLankan Extended Information Security policy, relevant contractual requirements and applicable external standards and regulations.

18.2. SriLankan shall conduct security reviews where necessary on the cloud environment on an ongoing basis to verify compliance.

Section VII - 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 VIII 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 be incorrect.

Details of vendor's authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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

✓ Tick the appropriate boxes

- | | |
|--|--|
| <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) |