



**STANDARD BIDDING DOCUMENT INTERNATIONAL COMPETITIVE
BIDDING**

**INVITATION FOR SUBMISSION OF BIDS FOR THE
PROVISIONING OF A PERFORMANCE BASED ONLINE MARKETING
SOLUTION FOR SRILANKAN AIRLINES WEBSITE
WWW.SRILANKAN.COM**

IFB REFERENCE NO: ECOM/WEB/04/2025

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

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BDS	- Bid Data Sheet
GDPR	- General Data Protection
IBE	- Regulation
ICB	- Internet Booking Engine
ITB	- Instructions to Bidders
ITS	- Instructions to Suppliers
JV	- Joint Venture
PB	- Passengers Boarded
PE	- Procurement Entity
PNR	- Passenger Name Record
POC	- Proof of Concept
PSS	- Passenger Service System
SBD	- Standard Bidding Document
SE	- Search Engine
SEO	- Search Engine Optimization
SERP	- Search Engine Result Pages
SLR	- Sri Lankan Rupee
SLS	- Service Level Agreement
UAT	- User Acceptance Testing
USD	- United States Dollar
USDOT	- U.S Department of Transportation

SCHEDULE OF BID SUBMISSION**Section I: Instructions to Bidders (ITB)**

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

A:Scope of bid	
1 Scope of Bid	1.1 SriLankan Airlines issues these Bidding Documents for the provisioning of a “Performance-based online marketing solution” for SriLankan Airlines Ltd website www.srilankan.com. 1.2 Detailed specifications are provided in Section III Schedule of Requirements. 1.3 Upon receipt of this invitation, you are requested to acknowledge receipt of this invitation and your intention to submit a bid within 42 calendar days.
B: Contents of Documents	

2 Contents of Bidding Documents	2.1 The documents consist of the Sections indicated below <u>Sections</u> Invitation for Bids Section I. Instructions to Bidders Section II. Bidding Data Sheet Section III. Schedule of Requirements Sections IV. Bid Submission Form Section V. General Conditions Section VI. Bid Acknowledgment Form <u>Annexures</u> Annexure A: Technical/General Specifications & Compliance form Annexure B: Price Schedule Form and Financial Summary Annexure C: Bid Security Form Annexure E: Performance Security Form / Bank Guarantee Form Annexure D: Clientele Information Form Annexure F: Sample Contract Agreement
C: Guidance of Documents	
3 Documents Comprising your Bid	3.1 The document shall comprise the following: 3.1.1 Sections IV. Bid Submission Form. 3.1.2 Section VI. Bid Acknowledgement form 3.1.3 Annexure A Technical/General Specifications & Compliance form 3.1.4 Annexure B: Price Schedule Form 3.1.5 Annexure C: Bid Security Form 3.1.6 Annexure D: Performance Security Form 3.1.7 Annexure E: Clientele Information Form
4 Bid Submission Form and Technical/General Specifications & Compliance form	4.1 The Supplier shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested. 4.2 The Technical/General Specification Compliance Form given under Annexure A should be completed with the specifications of the proposed solution under each section specified.

5 Prices	5.1 Unless stated in the Data Sheet, all items must be priced separately in the Price Schedule Form (Annexure B). 5.2 The price to be quoted on the Bid Submission Form shall be the total price of the Bid. 5.3 Prices quoted by the supplier shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. Proposals submitted with an adjustable price shall be treated as non-responsive and may be rejected. 5.4 The bidder should also submit the Financial Summary Section under Annexure C
6 Currency	6.1 The bidder shall quote in United States Dollars (USD)
7 Documents to Establish the Conformity of the Services	7.1 The Supplier shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Goods/service in Sri Lanka.
8 Period of Validity of bids	8.1 Proposals shall remain valid for a period of one hundred eighty (180) days after the bid submission deadline date.
9 Bid Security Declaration	9.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C. 9.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with ITB Sub-clause 8.1, Shall be rejected by Sri Lankan Airlines as non-responsive. 9.3 Bid Securing Declaration may be executed: (a) If a Bidder withdraws its bids during the period of Bid validity specified by the Bidder on the Bid Submission form, except as provided in ITB Sub-Clause 8.1 or (b) If a Bidder does not agree to correctable arithmetical errors in pursuant to ITB Sub-Clause 15.3 (c) If the successful Bidder fails to:
10 Format and Signing of Bids	10.1 The proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Supplier. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D: Submission and Opening of Bids	

11 Submission of Bids	11.1 Suppliers shall submit their quotations by email to the secured email address ul_ecom@srilankan.com 11.2 The email header shall bear the specific identification of this quotation exercise as indicated follows: “ECOM/WEB/04/2025”
12 Deadline for Submission of Bids	12.1 Proposals should be received by the Purchaser to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
13 Late Bids	13.1 The Purchaser shall reject any proposals that arrive after the deadline for submission of proposals in accordance with ITB Clause 11.1 above.
14 Opening of Bids	14.1 The Purchaser shall conduct the opening of the quotation in the presence of the Suppliers at the address, date and time specified in the Data Sheet. 14.2 The presence of the bidder will not necessarily ensure the selection of the proposed goods.
E: Evaluation and Comparison of Bids	
15 Non-conformity-ties, Errors, and Omission	15.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. 15.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities of omissions in the bid related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 15.3 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 shall be corrected. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 15.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid-Securing Declaration shall be executed.
16 Clarifications	16.1 To assist in the examination, evaluation and comparison of the proposals, the Purchaser may, at their discretion, ask any Bidder for clarification of its bid proposals. Any clarification submitted by a Bidder with respect to its bid proposals which is not in response to a request by the Purchaser shall not be considered. 16.2 The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS. 16.3 For any clarifications regarding the requirements in the Bid Document, requests should be emailed to the email address provided in Data Sheet in Section II Sub Section 15.2
17 Responsiveness of Proposals	17.1 The Purchaser will determine the responsiveness of the proposals to the documents based on the contents of the proposals received. 17.2 If a proposal is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
18 Evaluation of proposals	18.1 The following factors & methodology will be used for evaluation. <u>Minimum Eligibility Criteria</u> I. The Bidder should be able to demonstrate and prove they have implemented a Performance-based online marketing solution for airline customers as set out in "Section III" and sustained a similar core solution for more than 02 years. II. Currently providing a similar solution to at least 3 airlines. Details are to be provided as per the format in Annexure E - Clientele Information Form

	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). <u>Evaluation Criteria</u> The proposed service/solution will be subjected to a Technical Committee evaluation based on the following criteria: I. The bidder's point-by-point compliance with all requirements under Annexure A and responses received through subsequent Bidder clarifications and presentation sessions. It is essential that the Bidder clearly indicate any limitations and/or deviations. II. Implementation lead time 04 months or better III. Credit terms as specified in the sample agreement point 3.4 or better than specified within the full delivery of the expected solution without any shortage. IV. Customer feedback in relation to at least 3 ongoing customers on a similar core solution implemented at an enterprise level. V. Customer feedback in relation to at least 1 ongoing customer on other additional capabilities to be implemented along with the core solution at an enterprise level. VI. Solution with user-friendly features VII. Technical competencies of the staff supporting the system and availability of the required equipment and facilities for over 8 years VIII. Integration with the current Passenger Support System (PSS) already deployed at SriLankan Airlines. IX. The SLAs (Service Level Agreements) should be specified clearly for maintenance and troubleshooting of the solution X. An escalation matrix to report and resolve any potential issues should be clearly presented. Any breach of SLAs will result in a financial penalty as specified in Section V point XII and section.
19 Financial Capability	19.1 The bidder shall furnish documentary evidence that it meets the following financial requirements (s): Audited financial statements for the last 03 years (mandatory)
20 Purchaser's Right to accept any Bids, and to reject any or all Bids.	20.1 The Purchaser reserves the right to accept or reject any proposals and to annul the process and reject all proposals at any time prior to acceptance, without thereby incurring any liability to bidders
F: Award of Contract	
21 Acceptance of the Bids	21.1 The Purchaser will accept the proposals of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.

22 Notification of acceptance	22.1 The Purchaser will notify the successful Supplier, in writing, that their proposal has been accepted. 22.2 Within seven (7) days after notification, the purchaser shall complete the contract and inform the successful supplier to sign it. 22.3 Within seven (7) days of receipt of such information, the successful supplier shall sign the contract.
23 Performance Security	23.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser the successful supplier shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D. 23.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the purchaser valid over the warrantee period offered by the purchaser. 23.3 Failure of the successful supplier to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In such an event, the purchaser may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and determined by the purchaser to be qualified to perform the contract satisfactorily.

Section II: Data Sheet

ITB Clause Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Airline Center, Bandaranaike international Airport, BIA, Katunayake Sri Lanka.
1.2	Section VI "Bid Acknowledgment Form" should be sent to the email address states in the below sub section 12.1 The email should have the reference "ECOM/WEB/04/2025 - Acknowledgement" Also, a signed copy of the original acknowledgement document should be emailed to info.ecom@srilankan.com with the same reference.
7.1	Proprietor's authorization is required.
9.1	Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.
12.1	Bids should be submitted via the secured email box ul_ecom@srilankan.com as detailed in Section I 11.2 The deadline for submission of Bids: On or before 3rd June 2025, 1030 hours Sri Lankan Time (GMT + 5:30) Opening of the Bids: On 3rd June 2025, 1115 hours Sri Lankan Time (GMT + 5:30)
15.2	For Clarification of bid purposes only, SriLankan Airlines' address is: Attention: Thushara Jayawickrama Address: SriLankan Airlines Limited, Airline Center, Katunayake, Sri Lanka Telephone: +94197331234 Electronic mail address: info.ecom@srilankan.com All clarifications can only be requested within the first 14 days of bid invitation. All questions and answers will be sent to all bidders. All clarification emails should have the Subject line " ECOM/WEB/04/2025 - Clarification "

Section III – Schedule of Requirements

The Schedule of Requirements and Specifications are given in Annexure A

Section IV - Bid Submission Form

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

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Goods/service [insert a brief description of the System/solution];
- (c) The total project cost of our proposal is :(Insert the total cost in words and figures)
- (d) Our proposals shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our proposals, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated proposals or any other proposals that you may receive.

Signed: [insert signature of the duly authorized person]

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 V – General Conditions

- I. Supplier” 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 proposal to avoid rejection of the proposal.
- II. The supplier 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 supplier need to perform a Proof of concept (POC) of the proposed system/solution. All applicable expenses including airfare should be borne by the bidder.
- IV. If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines’ personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses excluding airfare (airfare means- SriLankan Airlines’ destinations only) shall be borne by the bidder.
- V. All other on-site & off-site expenses & all incidental expenses related to the project implementation, maintenance & support etc. within the year contract period, excluding Airfare (airfare means- SriLankan Airlines’ destinations only) should be borne by the bidder.
- VI. If accepted, it is mandatory that the supplier signs the Contract Agreement – Annexure G.
- 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 the product.
- 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 Airline’s published performance specifications for the goods/service and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.
- IX. If SriLankan Airlines finds 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 a modification to the goods/service to comply with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the goods/service is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to the 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. If so

please submit a separate bidder information form including the information of the local agent.

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

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

Section VI – BID ACKNOWLEDGEMENT FORM

**ALL BIDDERS SHALL COMPLETE AND RETURN THIS FORM AFTER
DOWNLOADING OF THE BID DOCS**

IFB NO: ECOM/WEB/04/2025

**Provisioning of a Performance Based Online Marketing Solution for SriLankan Airlines
website www.srilankan.com**

Download of your is hereby acknowledged

☐

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

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

☐

We do not intend to submit a proposal because

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

Signed :

Title :

Company :

Date :

ANNEXURE A – Technical/General Specifications

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SCOPE

The solution should significantly enhance the airline's direct online channel by improving the website's visibility and attractiveness and optimizing its user experience to attract and convert potential customers.

Making the lowest and the most in-demand fares visible to a wide e-commerce audience worldwide is essential for improving the airline's direct online channel sales. Appearing on the top of search results such as Google, Bing, Yahoo and other search engines is pivotal to drive quality traffic to www.srilankan.com. Displaying these lowest and in-demand fares in the SERPs will increase the chance of online users visiting the airline's website.

This could be achieved by but is not limited to launching locally Search Engine Optimized, mobile-friendly, and dynamically created pages for each origin, destination, and route within the airline's route network. These pages should display real-time fares that are most in-demand and the lowest as shown in the airline's IBE.

The mechanism to collect/store and retrieve these real-time fares should not incur any additional costs for the airline. The ability to push these dynamically updating fares on other digital channels such as mobile applications, display networks and social media platforms will be an added advantage. Any other capability to enhance the website/mobile app or improve direct channel performance will be an added advantage.

BACKGROUND

SriLankan Airlines Limited the National carrier of Sri Lanka, flying over 114 destinations in 62 countries in Europe, Middle East, South Asia, Southeast Asia, the Far East, North America, Australia and Africa is an award winning airline.

Srilankan passenger services system (PSS) and internet booking engine (IBE) is provided by Amadeus. The current IBE platform is based on Amadeus E-retail platform with DX deployment.

RefX has been currently deployed for several market's and is expected to be deployed on all markets within the year 2025.

1. OPERATIONAL SCALE OF THE AIRLINE

Network size	114 destinations in 62 countries
Languages	1. English 2. Traditional Chinese 3. Simplified Chinese 4. Japanese 5. French 6. German 7. Italian 8. Korean 9. Thai 10. Tamil 11. Russian
Operational size	All-airbus fleet of 24 modern, sophisticated aircrafts Twelve A330 (long haul) Twelve A320/A321 aircraft (Medium haul)
Total Passenger Bookings (PB) 2024/25	Approx. 2.5M
Total Number of IBE bookings per month	Approx. 41K
Look to book ratio	32:1
Number of currencies accepted	36
Codeshare operations	SriLankan Airlines has mutual code-share services with Air Canada, Etihad Airways, Finnair, Japan Airlines, Malaysian Airlines, Myanmar Airways, Oman Air, Qantas, Gulf Air, Kuwait Airways, Ethiopian Airlines, Etihad, American Airways, Jet Asia Airways and Qatar Airways.
One world partnership	Highest level of service and convenience across more than 1,000 destinations worldwide through the One World partnership.

01. Technical Specifications and Compliance

01.1 Display the lowest and most in-demand airfares in the airline's Internet Booking Engine (IBE) to customers during their searches for fares, destinations, Origin/destinations (O&D) etc. Based on relevant search keywords or any of the above combined as applicable to the customer airfare searches via the World Wide Web.

- a) All pages must adapt to latest SEO trends and should be optimized for all search engines, namely Google, Bing, Yahoo, Baidu for the Chinese market and Naver for the Korean market.
- b) Pages should be created dynamically for every route, origin and destination, in multiple languages E.g. Flights to London, Colombo to London, CMB to LHR, Flights from Colombo
- c) The above-mentioned pages should be in the site edition relevant to the customer's location of access and language preference. (Via the closest possible server)

01.2 The mechanism to collect/retrieve and display the airline's real-time Internet Booking Engine (IBE) fares should not incur additional costs to the airline.

01.3 Arrange fare widgets on www.srilankan.com which displays the lowest fares for each route which are in most demand by customers as applicable.

Note: The Bidder should clearly indicate where these fare widgets can be placed within the domain www.srilankan.com and the way it's displayed as further described in 01.7

01.4 The Airline must be able to configure the business-critical parameters such as destination, origin and destination, countries etc. for the bidder software to use and create displays for the display widgets.

The bidder must propose default display parameters in the absence of administrative inputs.

01.5 The Airline should have some capability of customizing the appearance and functionality of fare widgets which should be in accordance with the airline's guidelines.

01.6 The solution should be fully hosted by the bidder with the necessary hardware, software and licenses.

This includes the infrastructure required for the creation of web pages and the other technologies required to create dynamic web pages and for the creation of fare widgets to display on websites and any other component of the proposed solution.

Software, hardware upgrades and any licensing fees which may arise subsequently after implementation should be included in the service fees.

- 01.7** The solution should have the capability to display these real-time lowest and most in-demand fares in an interactive manner, such as fare histograms, list views, route/destination maps, etc.

The ability to sort/filter these fares based on origin and destination, dates, budget, cabin, etc, will be an added advantage.

- 01.8** When a customer search via internet, the solution should retrieve the lowest and most in-demand fares and display it in real-time to the customer as per point 01.1. If the customer wishes to purchase a ticket with that fare, the solution must redirect the customer to srilankan.com booking flow flight display landing page (a deeplink)

- 01.9** The solution should have the capability to push web pages as listed below, when relevant for the search

Launches a page for every route, origin and destination, for the 12 languages given below as applicable for each country.

Providing language translations is also part of this solution

Sri Lanka – English/Sinhala/Tamil

Canada - English/Sinhala/Tamil

India – English/Tamil

China – English/Traditional Chinese/simplified Chinese

Japan – English/Japanese

France – English/French

Germany – English/German

Italy – English/Italian

South Korea – English/Sinhala/Korean

Thailand – English/Thai

Saudi Arabia – English/Arabic

Cost should be indicated for any additional languages.

The solution should also have the capability to create and publish search engine-optimized custom landing pages in addition to the web pages described in 01.9

- 01.10** The bidder should provide a test/Development/UAT environment to avoid downtime during migration and future enhancement.
- 01.11** The solution should be compatible with IT security and standards such as ISO/IEC 27001:2013 and any other applicable regulations.
- 01.12** The pages created under the solution should meet the following criteria
- a) The solution should create pages dynamically which are branded and integrated with the airline's website.

- b) All pages should be device responsive, especially mobile-friendly
- c) All pages should be USDOT Compliant and be compliant with GDPR and other relevant regulations.

01.13 The ability to display such fares in various other digital platforms and the ability to provide customizable APIs to retrieve these real-time lowest and in-demand fares.

- a) The provider must indicate how the solution can support pushing attractive fares to social media and other digital channels. The provider must indicate the type of solution(s)
- b) For each solution above, the bidder must clearly indicate which part becomes part of the solution they extend and which part needs to be handled by the airline.
- c) For 01.12 indicate typical areas where the airline would need to bear cost if used in digital media advertising.

01.14 All fares displayed on the dynamically created pages and other digital platforms should be linked to the relevant location of the booking engine as per the given options below

- a) When a fare is clicked, the customer should be taken to a page within the booking engine with the relevant origin and destinations auto populated. The travel dates should also be auto-populated.
- b) Take the passenger to the calendar page or the flight selection page of the booking flow

01.15 The solution should have the capability to display these lowest and most in-demand fares in the airline website's booking calendar.

01.16 Provide a Content Management System to manage the business rules, such as the date range of fares to be displayed (clearly indicate the type of business rules available and the functionalities of the administrative module)

01.17 The solution should have in built capabilities to display the lowest and the most in-demand fares monthly, yearly basis etc. In origin and destination (O&D), Country and region wise on displayed pages for searched fares and enable tracking for analytical tools.

The same capability of displaying fares is expected when pushing the fares to the booking calendar and various other digital channels.

01.18 The bidder should indicate the necessary training required for the SriLankan Airline's staff to administer and operate the solution.

Indicate number of staff, skill level and the training required for each category. Training costs must be part of the solution.

01.19 The solution should have in-built capabilities for reporting performance on the landing pages and any other assets implemented by the bidder.

01.20 The bidder is required to provide proof of technical capability and experience under the criteria below

- a. Experience in implementing similar solutions with one or more reputed airline customers (The core solution should have been implemented with at least 3 airline customers as per Section I 18.1)
- b. Proof of present strength, skills and experience
- c. Procedures for quality control
- d. Level of support through the supplier's helpdesk
- e. Integration ability with existing airline systems. Experience with the integration with Amadeus Altea host or reputed airline reservation system is preferred.

01.21 SriLankan Airlines is currently using the Amadeus Altea host, the supplier must clearly indicate the capability and competence in conducting the integrations and software development to implement the proposed solution using the Amadeus and experience.

01.22 If there is any change to the current Passenger Services System (PSS) within the 6-year period of the contract, the bidder should ensure a smooth transition to the new system without any additional costs to the airline.

01.23 The initial period of the contract is 6 years, with two-year extensions possible thereafter, unless otherwise terminated by either party with a 6-month advanced notice.

01.24 The bidder should provide proof of financial and economic capacity

Audited financial statements for the last 03 years(mandatory)

02 SLA on system performance and up time

02.1 Application response time.

- a) Responses to the web queries when customers make queries related to travel as indicated in the section 01.1 the response pages must be available within one second including other languages (Excluding internet delays).
- b) Any widgets on the SriLankan website, such as list views, fare histograms, etc., should be displayed within one second. (Excluding internet delays)
- c) Indicate the response time of any other services included in your proposal.

02.2 Page optimizations

Pages must be optimized to have an acceptable response time. Indicate the typical sizes of pages that will bring the lowest fare history over the internet.

02.3 Up time

The overall system uptime must be better than 99.9% measured monthly.

02.3 Change request

Anything not configurable through the administration system and system business rules must be catered by the bidder/service provider (Change request).

The type of change request

- I) Delivered free of charge
- II) Where charges are applicable

b. Indicate delivery time/man-days (if applicable) for each category of change request according to priority levels.

02.4 Penalties for service levels.

Indicate for which of the above service levels the provider is willing to have commercial penalties for not meeting them. Explain the service levels in detail and the penalties schema.

03 General specifications and compliance

03.1 Support and server Management to be provided on a 24x7x365 basis related to the implemented solution.

03.2 Upgrade, patching, configuration, and optimization should be done without interruption to the customer experience and productivity.

03.3 Backups of the system and the ability to roll back to the last worked best setting should be possible in case of any interruption.

03.4 Provide the name, Telephone/Fax number and email or postal address of your service agents who provide after sales support with clear service levels and escalation matrix

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED OUT AND SUBMITTED, THE BID SHALL BE REJECTED.

I. Compliance Report – Annexure A (Schedule of Requirements & Specifications)

The bidder is expected to complete the following compliance table. Provide a description of the solution, or in case of not providing a response, indicate that too in the remark's column.

Refer to any attachments which will provide further details

Running Number	Compliance level (Yes/No/Partial)	Remarks
01 Technical Specifications and Compliance		
01.1		
01.2		
01.3		
01.4		
01.5		
01.6		
01.7		
01.8		
01.9		
01.10		
01.11		
01.12		
01.13		
01.14		
01.15		
01.16		
01.17		
01.18		
01.19		
01.20		
01.21		
01.22		
01.23		
01.24		
02 SLA on system performance and up time		
02.1		
02.2		
02.3		
02.4		

03 General specifications and compliance		
03.1		
03.2		
03.3		
03.4		

ANNEXURE B: Price Schedule Form
Reference No: ECOM/WEB/04/2025
Procurement of a Online-Based Performance Marketing Solution for SriLankan Airlines
website www.srilankan.com

Name of the Bidder :

.....

Name of the Principal :

.....

Name of the Manufacturer :

.....

Line Item No	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 72 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annex A				
2	Implementation cost (For the scope in BID DOCUMENT)				
3	Acquisition cost (if applicable)				
4	License cost (if applicable)				
5	Integration cost with other systems (If relevant)				
6	Project management cost				
7	Scoping study (if applicable)				
8	Product Customization (if applicable)				
9	Data migration				
10	Training				
11	Hardware cost (If applicable)				
12	Any other requirements - Please specify				
	Total one-time cost for 6 years				
	Variable/Recurrent charges				
16	Any other requirements - Please specify				
	Total Variable/Recurrent cost for 6 years				
	Maintenance & Support				
17	Support & Maintenance cost for 01 st year				
18	Maintenance & Support Cost for 2 nd year (if applicable)				

Line Item No	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 72 months	Remarks
19	Maintenance & Support Cost for 3 rd year (if applicable)				
20	Maintenance & Support Cost for 4 th year (if applicable)				
21	Maintenance & Support Cost for 5 th year (if applicable)				
22	Maintenance & Support Cost for 6 th year (if applicable)				
	Total variable recurrent cost for 6 years				
	All-inclusive total project cost for 6 years				

Price Schedule Form for the 2-year extension at the end of the initial 6 years

Line Item No	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 24 months	Remarks
1	Maintenance & Support Cost for 2 year period (if applicable)				
2	Any other requirements - Please specify				
	Total one-time cost for 2 years				

Payment terms for Option I: Monthly in arrears

Preferred payment term: Monthly in arrears with 30 days credit from the date of receipt of the invoice for each price component. Advance payment is **not** acceptable.

Note: Please submit your financial proposal on your Company Letter Head based on the above formats & complete all the cells with required information (Eg. Indicate the Price/Not

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

Bid Validity:.....

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

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

Implementation lead time:

.....

Available locations for inspection of the proposed solution/service -

.....

Method of payment :

Bank details :

Head Office :

Account Name :

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

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

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

Date : *[insert date]*

Please amend as per your requirement.

ANNEXURE C: Bid Security Declaration form

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

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

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

*Name of contract -- [insert name]

*Contract Identification No: -----[insert number]

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

To: SriLankan Airlines Limited.

We, the undersigned, declare that:

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

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

Name [insert printed or typed name]

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

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

ANNEXURE D: Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

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

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

[signature(s)]

ANNEXURE E: Clientele Information Form

Company Name		Company Representative's Contact Details (Please state name, official email address and telephone number)	System/ solution implemented	Implementation date	Present status
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Please mention the users of the **same goods/service proposed** to SriLankan Airlines. In addition to above information please provide your clientele of **other** systems/solutions implemented.

ANNEXURE F - SAMPLE CONTRACT AGREEMENT**AGREEMENT FOR PROVISION OF GOODS/SERVICE**

The Agreement for Provision of goods/service (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 "goods/service ") 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 Goods/service 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 goods/service 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 goods/service and to all other matters which might have influenced the Contractor in making its proposals and has agreed to supply and deliver the Goods/service to SriLankan Airlines pursuant to the said requirements and specifications set forth in the Invitation for Proposals document;

WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Goods/service 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 Goods/service as more fully described in the Schedule A in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule A, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex A (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.
- 1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.
- 1.1.3 Ensure that Goods/service provided under this Agreement shall:
 - a) be in accordance with the specifications set out in Annex A;
 - b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - c) be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Goods/service to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Goods/service on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in Annex B. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Goods/service to the locations as specified in Schedule B of the Agreement.
- 1.1.6 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.7 Invoice SriLankan Airlines for the Goods/service at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).
- 1.1.8 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.9 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.10 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Goods/service on time or SriLankan Airlines rejects the Goods/service pursuant to Clause 2.6 hereof.

- 1.1.11 Subject to the terms and conditions of this Agreement, the Goods/service 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 Goods/service are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors cost (except 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 Goods/service 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 Goods/service 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 Goods/service being damaged at any stage prior to the handing over of the Goods/service to nominated freight forwarder at the port of dispatch or if any item of the Goods/service are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Goods/service are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Goods/service 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 Goods/service within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Goods/service 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 Goods/service and training for relevant SriLankan Airlines staff once the Goods/service are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of 2 years from the date mentioned in the Commissioning and Acceptance Form in Annex C for manufacturing defects of the Goods/service except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Goods/service for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Goods/service specified in Schedule A without any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

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

- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule C where the Contractor fails to deliver the Goods/service 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 Goods/service which are similar to the Goods/service 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 Goods/service (or any part thereof) provided under this Agreement if in its opinion it decides that such Goods/service (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 Goods/service (or part thereof) after the Goods/service ' arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Goods/service having previously been inspected and passed by SriLankan Airlines or its representative prior to the Goods/service delivery.
- 2.5 When the Goods/service are received to SriLankan Airlines stores , SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Goods/service at the locations once commissioning and training is completed and other required items/Goods/service specified in Schedule A are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to vendor within 5 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Goods/service by SriLankan Airlines, the Goods/service shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Goods/service 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 Goods/service 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 Goods/service 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 Goods/service or any other Goods/service 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 Goods/service are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Goods/service and:
- (i) refrain from making any payments pursuant to such Order made in respect of such Goods/service ; and
 - (ii) either replace the rejected Goods/service with Goods/service meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or

- (iii) obtain substitute Goods/service for the rejected Goods/service 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 Goods/service at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Goods/service under this Agreement within days from the date of Commissioning and Acceptance in Annex C . The invoice will be raised at the time of departure of the Goods/service from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.
- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule C.
- 3.7 Invoices to be addressed to: Payments Manager - Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: anusha.prathapasinghe@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 Goods/service procured under this agreement by SriLankan Airlines;
 - d) if the Goods/service 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 Goods/service produced, packaged, stored or shipped by Contractor;
 - d) violation of any laws, regulations or intellectual property rights of any party;
 - e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. INSURANCE:

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

declaration or condition contained in such insurances.

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

6. NON-COMPLIANCE:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
 - a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule C of the estimated amount of the monies payable for the relevant Goods/service for the relevant period of non-compliance or breach; and/or
 - c) Obtain the Goods/service 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 Goods/service 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 Goods/service 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, Goods/service , 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 Goods/service procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

- 8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule C, as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.
- 8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.
- 8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.
- 8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. GOVERNING LAW:

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

10. FORCE MAJEURE:

- 10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable despatch.
- 10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 10.3 In the event the force majeure event relates to delivery of Goods/service 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 Goods/service shall be extended accordingly.

11. GENERAL:

- 11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.
- 11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.
- 11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.
- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.

- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorised representatives.
- 11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorised in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Goods/service envisaged under this Agreement.
- 11.13 Any notice or other communication required or authorised by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such e-mail.

In the case of SriLankan Airlines to –
SriLankan Airlines Limited
Commercial Procurement,
Bandaranaike International Airport,
Katunayake
Sri Lanka
E-mail: thushara.jayawickrama@srilankan.com
Attention: Thushara Jayawickrama

In the case of the Contractor to -

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

For and on behalf of

Name:
Designation:

Name:
Designation:

Witness:

Witness:

Name:
Designation:

Name:
Designation:

SCHEDULE A

1. Preliminary:

- 1.1 The specifications of Goods & service shall be deemed to form and be read and construed as an integral part of the Agreement.
- 1.2 If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Goods/service, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.
- 1.3 Please refer **Annex A** attached for Specifications of the Solution required.

2. Time Schedule:

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

SCHEDULE B**(LOCATIONS)****1. Locations:**

The Contractor shall supply and deliver the Goods/service as follows:

2. Access to Locations:

- 2.1 Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.
- 2.2 The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Goods/service under this Agreement shall under no circumstance violate Clause 2.1 above.
- 2.3 The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C
(RATES & CHARGES)

1. Rates

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

Please refer Annex B for details.

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

2. Bank Guarantee

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

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