



**STANDARD BIDDING DOCUMENT INTERNATIONAL COMPETITIVE
BIDDING**

**INVITATION FOR SUBMISSION OF BIDS FOR THE
RENEWAL OF TYPE-B MESSAGING SERVICES AT SRI LANKAN AIRLINES**

IFB REFERENCE NO: CPIT/ICB/01/24

**Chairman of Ministry Procurement Committee,
Ministry of Ports, Shipping and Aviation.
On behalf of SriLankan Airlines Limited.**

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Dear Sir/Madam,

IFB NO: CPIT/ICB 01/2024

INVITATION FOR BIDS FOR THE RENEWAL OF TYPE-B MESSAGING SERVICES AT SRI LANKAN AIRLINES

Chairman, Ministry Procurement Committee on behalf of SriLankan Airlines hereby invites bids for Renewal of Type-B Messaging Services 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 10.00 a.m. (Sri Lankan time: GMT +0530) on 15th October 2024.

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

Any inquiry/clarification about the Tender should be e-mailed to sampath.sudasinghe@srilankan.com and tharaka.hindurangalage@srilankan.com to reach on or before 13th September 2024.

Bidders should meet following Eligibility criteria to bid for this particular procurement exercise:

Minimum Eligibility Criteria

- I. The proposal shall fully comply with the IATA Type B messaging standard and all related protocols. Detailed documentation demonstrating adherence to these standards should be included.
- II. The Bidder shall have a minimum of 5 years of industrial experience specifically in providing Type B messaging platforms within the aviation industry. Evidence of this experience should be submitted with the proposal.
- III. The Bidder shall demonstrate a proven track record of successful project implementations of similar or higher capacity. At least five successful cases, each documenting the project's scope, implementation, and outcome, are required for evaluation.
- IV. The Bidder shall provide proof of financial and economic capacity. This should include audited financial statements for the past three years. Submission of these financial documents is mandatory.

The Bidder shall provide detailed evidence/proof for all clauses of “minimum eligibility criteria” above.

A pre-Bid meeting will be organized on 10th September 2024 at 9.00 a.m. Sri Lankan time (GMT +5:30 Time Zone) via MS Teams, to provide the prospective Bidders with the necessary information related to the project. Proposals of Bidders who do not take part in this pre-Bid will not be accepted, hence participation in the pre-Bid meeting is mandatory for all Bidders. Please provide the following details of the participants for the pre-Bid meeting through email: sampath.sudasinghe@srilankan.com by 9.00 a.m. on 09th September 2024 Sri Lankan time GMT +5:30 Time Zone).

1) Company Name:

2) Name and email address of the participant: (Maximum 01 participant)

Bids will be opened at 10.15 a.m. (Sri Lankan time: GMT +0530) on 15th October 2024 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to join the bid opening meeting to be held online via MS Teams. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

**Chairman of the Ministry 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 AFTER DOWNLOADING
OF THE BID DOCS**

**IFB NO: CPIT/ICB 01/2024
Renewal of Type-B Messaging Services at SriLankan Airlines**

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 :

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.

General

1. Scope of Bid

1.1. SriLankan Airlines issues these Bidding Documents for Renewal of Type-B Messaging Services at SriLankan Airlines 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 published by the National Procurement Commission of Sri Lanka:

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 inducements 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 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, non-competitive levels; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 2.3 SriLankan Airlines reserves the right to disqualify any bidder at any stage during this process and if necessary to resort to available legal remedies, where SriLankan Airlines has reason to believe that the bidder has engaged, encouraged, colluded and or aided any other party in any anti-competitive or antitrust practice such as price fixing, bid rigging and market allocation.

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 a conflict of interest shall be disqualified. Bidders may be considered to have a 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.

3.3 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

4. Eligible Goods and Related Services

4.1 All the Goods and Services rendered under this contract shall comply 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 - General Specifications
- Section VIII - Draft Contract
- Section IX - Data Privacy & Security Schedule
- Section X - Performance Security
- Section XI - Vendor Information Form
- Section XII - Clientele 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 deadline specified to accept clarifications. 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 an 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, under 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 the 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 Security, 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 a discount as a lot the Bidder may do so by indicating such amounts appropriately.

13.3 If so, as indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or 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 of 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 materials 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 bidders shall quote in USD or Sri Lankan Rupees (LKR). If a Local bidder submits a Bid 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) for payment in LKR.

For evaluation and comparison proposes, 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. 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 conform 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 criteria 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 Security 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 Security. 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 bid (un-priced) and Financial bid (priced) should be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 01/2024 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)

- (c) The Bidder shall submit the prices and total cost of the proposal in the price schedule forms attached in 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 Security. 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 a 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 a 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 Security 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 the schedule of the 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.

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 purposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailing 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.

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

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, as 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.

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 the 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 similar services offered with reference letters and reference contacts.

35.4 An affirmative determination shall be a prerequisite for the 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, the successful Bidder may furnish the Performance Security amounting to a minimum amount of 10% of the agreement, using the form included in Section X. SriLankan Airlines reserves the rights to request a higher valued Performance Security If required.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security when requested or sign the Contract may constitute 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 - Renewal of Type-B Messaging Services at SriLankan Airlines. (IFB No. CPIT/ICB 01/2024)
	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) 197332777</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 : sampath.sudasinghe@srilankan.com tharaka.hindurangalage@srilankan.com</p>
	C. Preparation of Bids
ITB 10.1 (e)	The Bidder shall submit the following additional documents: Company profile Client references - Section XII Audited financial statements for the last 03 years
ITB 11.1 (e)	The Bidder shall fill and submit the following Compulsory Forms in Section IV . <ol style="list-style-type: none"> 1. Bid Submission Form - Annex A 2. Price Schedule - Annex B 3. Bid Security Declaration - Section IV - Annex C
ITB 18.1	The bid shall be valid for 180 days from the bid closing date.

ITB 19.1	The bid shall include Bid Security Declaration using the form included in Section IV - Annex C.
ITB 19.2	The Bid security Declaration shall be valid for 208 days from the bid closing date.
	D. Submission and Opening of Bids
ITB 21.2(c)	The inner and outer envelopes shall bear the following identification marks: - Renewal of Type-B Messaging Services at SriLankan Airlines IFB No. CPIT/ICB 01/2024
ITB 22.1	<p>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.</p> <p>The following details of the Bidders who wish to hand deliver bids should be submitted to the e-mail address: be submitted to the e-mail address sampath.sudasinghe@srilankan.com one day one day in advance to arrange security clearance:</p> <ol style="list-style-type: none"> 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.
	<p>The deadline for the submission of bids is: Date: 15th October 2024 Time: 10.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)</p>
ITB 25.1	<p>The bid opening shall take place at: Address: SriLankan Airlines ltd, Airline Centre, BIA, Katunayake, Sri Lanka Date: 15th October 2024 Time: 10.15 a.m. Sri Lankan time (GMT +5:30 Time Zone)</p>
	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 proposal shall fully comply with the IATA Type B messaging standard and all related protocols. Detailed documentation demonstrating adherence to these standards should be included.
- II. The Bidder shall have a minimum of 5 years of industrial experience specifically in providing Type B messaging platforms within the aviation industry. Evidence of this experience should be submitted with the proposal.
- III. The Bidder shall demonstrate a proven track record of successful project implementations of similar or higher capacity. At least five successful cases, each documenting the project's scope, implementation, and outcome, are required for evaluation.
- IV. The Bidder shall provide proof of financial and economic capacity. This should include audited financial statements for the past three years. Submission of these financial documents is mandatory.

Evaluation Criteria

Technical Evaluation

- I. The Bidder shall provide a detailed point-by-point compliance statement addressing all general, technical, and functional requirements listed in Section VI of the Bid Document. The Bidder should clearly highlight any limitations or deviations from these requirements.
- II. The Bidder shall demonstrate the availability of direct connectivity to deliver Type B messages to all addresses and key host systems covered under the scope.
- III. The Bidder shall commit to an implementation lead time of two month or less. Proposals that offer a shorter lead time will be viewed more favorably.
- IV. The Bidder shall provide a comprehensive product demonstration, including all required test scenarios to verify that the specifications and performance meet the required standards.

Financial Evaluation

1. Bids shall be financially evaluated based on the total cost applicable for 03 year contract period (Annex B: Price Schedule Form).
2. Credit terms better than specified.

Section IV. Bidding Forms

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Annex A - Bid Submission Form

THIS IS A COMPULSORY FORM. IF YOU DO NOT FILL OUT & 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 about 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 for the Goods and Related Services.
- (c) The total price of our Bid without VAT, including any discounts offered is:
 - 1) Option 1 - Range from 1-100 million Characters per Month (MCM)
(Minimum commitment 01 MCM): *[insert the bid price in words and figures]*;
 - 2) Option 2 - Range from 1-100 million Characters per Month (MCM)
(Minimum commitment 100 MCM): *[insert the bid price in words and figures]*;
 - 3) Option 3 - Range from 1-250 million Characters per Month (MCM)
(Minimum commitment 250 MCM): *[insert the bid price in words and figures]*;
 - 4) Option 4 - Range from 1-350 million Characters per Month (MCM)
(Minimum commitment 350 MCM): *[insert the bid price in words and figures]*;
 - 5) Option 5 - Range from 1-400 million Characters per Month (MCM)
(Minimum commitment 400 MCM): *[insert the bid price in words and figures]*;
 - 6) Option 6 - Range from 1-450 million Characters per Month (MCM)
(Minimum commitment 450 MCM): *[insert the bid price in words and figures]*;
 - 7) Option 7 - Range from 1-500 million Characters per Month (MCM)
(Minimum commitment 500 MCM): *[insert the bid price in words and figures]*;
 - 8) Option 8 - Range from 1-550 million Characters per Month (MCM)
(Minimum commitment 550 MCM): *[insert the bid price in words and figures]*;

- 9) Option 9 - Range from 1-600 million Characters per Month (MCM)
(Minimum commitment 600 MCM): [insert the bid price in words and figures];
- 10) Option 10 - Range from 1-650 million Characters per Month (MCM)
(Minimum commitment 650 MCM): [insert the bid price in words and figures];
- 11) Option 11 - Range from 1-700 million Characters per Month (MCM)
(Minimum commitment 700 MCM): [insert the bid price in words and figures];
- 12) Option 12 - Range from 1-750 million Characters per Month (MCM)
(Minimum commitment 750 MCM): [insert the bid price in words and figures];

Note : Supplier may propose , If any other flat rate options are available.

Sri Lankan Airlines will choose the best minimum commitment category based on the bidders quoted pricing.

- (d) The total price of our Bid including VAT, and any discounts offered for 03 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 the same as the All-inclusive total project cost for 3 years indicated in the below Price schedule forms referred to 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 obtaining 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 have not been declared blacklisted by the National Procurement Agency;
- (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 the person whose name and capacity are shown]*

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

Name: *[insert complete name of the 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]*

Annex B - Price Schedule Form

Reference No: CPIT/ICB 01/2024

Renewal of Type-B Messaging Services at SriLankan Airlines

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

Name of the Principle :

Name of the Manufacturer :

Line-Item N°	Description of Solution / Range	Unit of measure	Minimum Commitment (MCM)	Minimum Commitment - Cost per month	Minimum Commitment Total cost for 36 months	Additional 1 MCM Cost per month	Payment Terms (Please Indicate your payment term for each cost component given below)
1	<u>Type B Distribution Service</u>						
1.1	Option 1 - Range from 1-100	MCM*	1				
1.2	Option 2 - Range from 1-100	MCM*	100				
1.3	Option 3 - Range from 1-250	MCM*	250				
1.4	Option 4 - Range from 1-350	MCM*	350				
1.5	Option 5 - Range from 1-400	MCM*	400				
1.6	Option 6 - Range from 1-450	MCM*	450				
1.7	Option 7 - Range from 1-500	MCM*	500				
1.8	Option 8 - Range from 1-550	MCM*	550				

1.9	Option 9 - Range from 1-600	MCM*	600				
1.10	Option 10 - Range from 1-650	MCM*	650				
1.11	Option 11 - Range from 1-700	MCM*	700				
1.12	Option 12 - Range from 1-750	MCM*	750				
1.13						
	Total one-time cost for 3 years						
2.	<u>Variable/Recurrent charges</u>						
2.1	System usage fee (if applicable)						
2.2	Hosting charges (if applicable)						
2.3	Communication charges (if applicable)						
2.4	Content development (if applicable)						
2.5	Any other requirements - Please specify						
	Total Variable/Recurrent cost for 3 years						
	All-inclusive total project cost for 3 years						

**MCM - Million Characters per Month*

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: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice for each price component indicated in the above Price Schedule Form. Advance payment is not acceptable. **The Bidder should indicate the proposed payment terms for each cost component indicated in the above Price Schedule Form.**

Note: Please indicate the Payment term relevant to each price component indicated in the above Price Schedule Form. The bidders shall quote in Sri Lankan Rupees (LKR) or 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 Price Schedule Form under “Payment terms” for payment in LKR. All payments to Local bidders will be made in LKR based on the relevant CBSL exchange rate indicated in the above price schedule form.

Note: Please submit your financial proposal on your Company Letter Head based on the above price formats & complete all the cells with required information (Eg. Indicate the Price/Not Applicable or Included etc). Please submit your Best and Final Offer (BAFO) for evaluation.

Performance security: 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]

Annex C - Bid Security Declaration Form

THIS IS A COMPULSORY DOCUMENT. IF YOU DO NOT FILL THIS, YOUR BID SHALL 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: Sri Lankan 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*]

Section V – Schedule of Requirements

Line Item Number	Description of Item/Service/solution	Quantity	Unit of Measurement	Final Destination	Delivery Date (Based on the project implementation on timelines)
1.1	<p>Type B messaging service for communication between Passenger Service Systems - PSS (Departure Control System - DCS, Reservation and Ticketing, etc.), Cargo Management (Cargo Sales, Terminal Operations, Revenue Management, etc.), Flight Scheduling system, Flight Planning System, Flight Tracker and Messaging System, Revenue Optimization System, Immigration/Emigration/ Boarder Control Authorities, Ground handling agents (local & overseas), Global Distribution Systems (GDS), etc. This is to renew the Type B service for a period of three years to continue the above mandatory services.</p>	1	EA	SriLanka n Airlines IT Division	

Section VI - Technical Specifications & Compliance Sheet

Name of the Bidder :
Name of the Principal :

General Specifications & Compliance Sheet

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2. SCOPE OF WORK
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5. TERMS AND CONDITIONS
6. PAYMENTS, INCENTIVES, PENALTIES
7. CONTRACT TERMS AND CONDITIONS.

1. BACKGROUND INFORMATION

SriLankan Airlines Ltd. (SLAL) the national carrier of Sri Lanka, has been incorporated type B service in many aspects for its operational requirements. The majority of SLAL Type B messaging is used for communication between Passenger Service Systems - PSS (Departure Control System - DCS, Reservation and Ticketing, etc.), Baggage Reconciliation Systems (BRS), Cargo Management (Cargo Sales, Terminal Operations, Revenue Management, etc.), Flight Scheduling system, Flight Planning System, Flight Tracker and Messaging System, Revenue Optimization System, Immigration/Emigration/Boarder Control Authorities, Ground handling agents (local & overseas), Global Distribution Systems (GDS), etc.

At present, there are 300+ type B addresses used by different departments and locations such as flight operations, airports, cargo operations engineering, reservations, revenue management, etc. Each overseas airport destination has allocated minimum one type B address to communicate operational-related information/updates with the head office. SITATEX client and 'type B to SMTP mapping' have been used to send and receive messages. For other host addresses, relevant routing has been configured at the service provider level.

Currently type B traffic usage varies between 350 - 450 million characters per month (MCM) on average and the majority of them belong to host-to-host communications. Which is currently provided by two service providers. Type B messages where the recipient is defined in other networks such as Amadeus and ARINC, are routed through direct links established with SITA network.

The current service agreement will expire on 30th November 2024, and it is required to renew the agreement for a period of another three years to continue this mandatory service.

2. SCOPE OF WORK

Following the minimum requirements to be included in the proposal and supplier shall define the scope of work (SOW) accordingly.

- 2.1 The proposal shall cover end-to-end delivery of type B messages for the addresses given by Sri Lankan Airlines either through its directly connected links or via messaging gateways where other type B service providers are connected.
- 2.2 The supplier shall provide gateway connectivity to other Type B networks/Hosts - SITA, ARINC, AMADEUS, Mercator, Sabre, GDS, IBS, etc. in terms of delivering operationally critical messages such as ATC, AIRCOM server and Flight Tracker, aircraft status updates, handling agent-related messages, etc.
- 2.3 The supplier shall provide an application (Web is preferred) to view/compose/edit and send Type B messages.
- 2.4 The supplier shall provide portal access to view/analyze real-time Type B usage.
- 2.5 Type B service access shall be available through different client systems/portals such as web, soft clients such as SITATEX, and telex machine.
- 2.6 The supplier messaging system shall have the capability to map, deliver, and receive type B messages to other messaging platforms such as email, X400 etc.
- 2.7 Supplier shall provide the services Compliance to all requirements in section VI.

3. TECHNICAL REQUIREMENTS

- 3.1 Supplier shall provide fully fledged type B service to route type B messages among different hosts and entities in the Airline domain based on the operational requirements specified by Sri Lankan Airlines.
- 3.2 Supplier shall provide type B connectivity to all existing addresses including mentioned in table 9.2.
- 3.3 Supplier shall maintain the current SLAL owned addresses without having any additional cost to the Sri Lankan Airlines.
- 3.4 Supplier shall provide existing SMTP mapping for the configured addresses without having any additional cost to the Sri Lankan Airlines. List of SMTP mapped type B addresses are mentioned in table 9.1.
- 3.5 Supplier shall provide direct links to establish key type B destinations that belong to border control, regulatory authorities, customs etc. as in table 9.3.
- 3.6 Suppliers shall have direct links availability to the other peering hosts, systems and type B providers specified under table 9.4.
- 3.7 Supplier shall offer the flexibility to adjust the Pricing Option throughout the contract period, with prior notice, to accommodate customer demand and business growth.
- 3.8 Supplier shall provide online portal to access type B usage in real-time and to generate analytical reports.

- 3.9 Proposal shall fully comply with IATA Type B messaging standard and its related protocols.
- 3.10 Type B service shall deliver the message with 100% success with 7 days minimum retention period for investigation purposes and future reference.
- 3.11 Messages shall have four levels of priority: highest, operationally urgent, normal, and deferred. This will provide the flexibility to the sender an option to prioritize type B messages based on the requirement.
- 3.12 Supplier shall provide an application to edit, view and compose type B messages.
- 3.13 Supplier shall provide an online portal to monitor type B usage and to generate analytical reports.
- 3.14 Solution shall have the capability to carry out integrations with other host systems or services using SITATEX SDK or compatible options.
- 3.15 Supplier shall do the testing, monitoring, and coordinating with telecommunication operators where necessary to ensure the reliability of the service and meet service levels as specified in the SLA.
- 3.16 Network transit time in the message switch fabric shall be in the order of seconds and it should have end-to-end guaranteed delivery.
- 3.17 If the recipient is not available, then the messages shall be stored by the service until delivered.
- 3.18 Supplier shall provide end to end coordination of other service providers in case of new service provisions, fault escalation which are beyond the supplier's network.
- 3.19 Supplier shall intervene and coordinate directly with other peering entities to facilitate the requirements on behalf of SLAL in case of new service provisioning, maintenance, and troubleshooting/investigating requirements that lie beyond the supplier's network.
- 3.20 Supplier shall provide the change request management procedure with relevant responsibilities and all possible changes shall be complete on FOC basis.
- 3.21 Sri Lankan Airlines has the right to select either the complete solution or parts of the solution based on cost-effectiveness and operational feasibility.

4. SERVICE LEVEL TARGETS

4.1 SERVICE AVAILABILITY

- 4.1.1 Fault severity shall be categorized based on the extent to which the fault affects the smooth operation of mission-critical business applications.
- 4.1.2 The severity level (1, 2 or 3) will be identified by the operation team when the fault call is reported to the supplier.
- 4.1.3 The target service levels will depend on the severity level. Service Level Agreement incorporating service level targets as mentioned in RFP is a mandatory requirement for the contract execution.
- 4.1.4 Supplier shall perform monthly health checks and performance checks to meet the SLA.
- 4.1.5 Type B service shall meet Service Availability of 99.99% for every calendar month.
- 4.1.6 Service shall be provided 24x7x365 basis with providing necessary installations and maintenance and support.

- 4.1.7 Supplier shall provide Help desk support on 24x7x365 basis to report service faults, configuration/routing changes, handling new service activations/terminations, and obtaining technical advice and guidance whenever necessary.
- 4.1.8 Supplier shall conduct a monthly service review meeting by presenting all the services level breaches, future transformations, etc.
- 4.1.9 Supplier shall designate an account manager to oversee all service activities and should provide an issue escalation matrix with contracts.

4.2 FAULT ESCALATION AND NOTIFICATION PROCEDURE

4.2.1	Reporting window	Supplier Response time	Supplier Resolution time
Severity 1	24 x 7	within 15minutes	1 Hour
Communication failure with no temporary workaround	If no response within Response time, notification as follows: SUPPLIER: TBD CUSTOMER: TBD		

4.2.2	Reporting window	Supplier Response time	Supplier Resolution time
Severity 2	24 x 7	within 30 minutes.	2 Hours
Partial Failure with a temporary workaround is available.	If no resolution within Resolution time, notification as follows: SUPPLIER: TBD CUSTOMER: TBD		

4.2.3	Reporting window	Supplier Response time	Supplier Resolution time
Severity 3	24 x 7	Within 1 hours	4 Hours or mutually agreed period.
Functional failure or similar system outage.	If no resolution within Resolution time, notification as follows: SUPPLIER: TBD CUSTOMER: TBD		

4.2.4	Reporting window	Supplier Response time	Supplier Resolution time
Severity 4	24 x 7	Within 2 hours	Next business day or mutually agreed period.
change request and new request	If no resolution within Resolution time, notification as follows: SUPPLIER: TBD CUSTOMER: TBD		

4.3 SERVICE CREDIT.

- 4.3.1 In case of supplier shall not meet the service levels as defined, Minimum service credit terms shall be applied.
- 4.3.2 If the service is not up within the time stipulated in the above table from the time call was logged at suppliers help desk or problem was reported to supplier e-mail or hand phone, following service credits are applicable for supplier.
- Severity 1 - 100 USD for every hour or part of
- Severity 2 - 75 USD for every hour or part of
- Severity 3 - 50 USD for every hour or part of
- 4.3.3 An additional USD 250 service credits shall be applicable for every repeated failure of the same service or part(s) after a 2nd failure during a month.

5. TRAINING

- 5.1 The proposal shall include the necessary training for all relevant technical areas for a minimum of three engineers of Customer.
- 5.2 A training plan & tentative schedule shall be submitted with the proposal.
- 5.3 Supplier shall make arrangements for Customer's Engineers to take part in supplier technical forums for gaining knowledge on latest guidelines and recommendations for technological updates on airline industry for secure, efficient and high-available usage of the service.

6. DOCUMENTATION

- 6.1 Supplier shall provide detailed network design diagrams and overviews, including high-level and low-level design documents, which explain design choices.
- 6.2 Supplier shall provide operational manuals and troubleshooting guides, including instructions for basic troubleshooting procedures.

- 6.3 Supplier shall provide backup and disaster recovery plans detailing steps to restore network functionality in case of a failure.
- 6.4 Supplier shall provide procedure manuals, including change management processes and guidelines for new implementations.

7. PAYMENT TERMS

- 7.1 Preferred payment term is monthly in arrears with 45 days credit from the date of the receipt of the invoice for each price component indicated in the above Price Schedule Form. Advance payment is not acceptable. The Bidder should indicate the proposed payment terms for each cost component indicated in the Price Schedule Form.
- 7.2 It is required to include fixed and variable (usage-based) components separately in monthly invoices with appropriate breakdowns.
- 7.3 The solution shall have the capability of extending upon expiry of the contract by years and providing the pricing details on an annual basis.

8. CONTRACT TERMS AND CONDITIONS - GENERAL

- 8.1 The contract period will be three years starting from 1st December 2024 with a provision to extend the services for a minimum of another 2 years period on an annual subscription renewal basis.
- 8.2 All services covered under the proposal shall be included in the agreement and the supplier shall provide a draft format to SLAL for internal review and make necessary amendments. Once finalized, the agreement will be signed by authorized signatories from both parties.

9. TYPE B ADDRESSES AND CONNECTIVITY.

9.1 Main Type B - SMTP mapped addresses.

#	Type B Address	Email Address
<u>1</u>	<u>CANKDUL</u>	<u>Can.appt@srilankan.com</u>
<u>2</u>	<u>MAAFFUL</u>	<u>maacgoops@srilankan.com</u>
<u>3</u>	<u>MAAKDUL</u>	<u>Ul_maaspr@srilankan.com</u>
<u>4</u>	<u>PEKKDUL</u>	<u>Bjs.appt@srilankan.com</u>
<u>5</u>	<u>COKKDUL</u>	<u>ulcokapt@srilankan.com</u>
<u>6</u>	<u>DELKDUL</u>	<u>delkd@srilankan.com</u>

<u>7</u>	<u>DMMKDUL</u>	<u>UL_dmmapt@srilankan.com</u>
<u>8</u>	<u>DOHKDUL</u>	<u>Doh.apt@srilankan.com</u>
<u>9</u>	<u>HDQFAUL</u>	<u>HDQFAUL@emirates.com</u>
<u>10</u>	<u>PVGKDUL</u>	<u>Sha.apt@srilankan.com</u>
<u>11</u>	<u>RUHFSUL</u>	<u>ruhcargo@srilankan.com</u>
<u>12</u>	<u>RUHKDUL</u>	<u>UL_ruhapt@srilankan.com</u>
<u>13</u>	<u>CMBADUL</u>	<u>Cargo.portal@srilankan.com</u>
<u>14</u>	<u>CMBBMUL</u>	<u>cmbbmul@srilankan.com</u>
<u>15</u>	<u>CMBDGUL</u>	<u>cmbdgul@srilankan.com</u>
<u>16</u>	<u>CMBEEUL</u>	<u>Lineduty.eng@srilankan.com</u>
<u>17</u>	<u>CMBKUUL</u>	<u>NOMAD@srilankan.com</u>
<u>18</u>	<u>CMBOOUL</u>	<u>FCC@srilankan.com</u>
<u>19</u>	<u>CMBRCUL</u>	<u>Res_services@srilankan.com</u>
<u>20</u>	<u>CMBRPUL</u>	<u>CMBPTA@srilankan.com</u>
<u>21</u>	<u>CMBVTUL</u>	<u>tls@srilankan.com</u>

9.2 Addresses at SITATEX

<u>#</u>	<u>Telex Address</u>	<u>#</u>	<u>Telex Address</u>
<u>1</u>	<u>CMBORUL</u>	<u>19</u>	<u>CMBFLUL</u>
<u>2</u>	<u>CMBOQUL</u>	<u>20</u>	<u>CMBDGUL</u>
<u>3</u>	<u>CMBGOUL</u>	<u>21</u>	<u>CMBFSUL</u>
<u>4</u>	<u>CMBEEUL</u>	<u>22</u>	<u>CMBKJUL</u>
<u>5</u>	<u>CMBEMUL</u>	<u>23</u>	<u>CMBOSUL</u>
<u>6</u>	<u>CMBGGUL</u>	<u>24</u>	<u>CMBKYUL</u>
<u>7</u>	<u>CMBKDUL</u>	<u>25</u>	<u>CMBKGUL</u>
<u>8</u>	<u>CMBKZUL</u>	<u>26</u>	<u>CMBTPUL</u>
<u>9</u>	<u>CMBARUL</u>	<u>27</u>	<u>CMBKPUL</u>
<u>10</u>	<u>CMBKCUL</u>	<u>28</u>	<u>CMBKSUL</u>
<u>11</u>	<u>CMBFEUL</u>	<u>29</u>	<u>CMBKWUL</u>
<u>12</u>	<u>CMBLLUL</u>	<u>30</u>	<u>CMBKNUL</u>
<u>13</u>	<u>HDQFCUL</u>	<u>31</u>	<u>CMBKXUL</u>
<u>14</u>	<u>CMBFYUL</u>	<u>32</u>	<u>CMBLZUL</u>
<u>15</u>	<u>CMBFKUL</u>	<u>33</u>	<u>CMBXOUL</u>
<u>16</u>	<u>CMBOOUL</u>	<u>34</u>	<u>CMBXVUL</u>
<u>17</u>	<u>CMBKUL</u>	<u>35</u>	<u>CMBACUL</u>
<u>18</u>	<u>CMBFIUL</u>		

9.3 Recipient addresses which require direct links to deliver messages.

	<u>Type b address</u>	<u>Description</u>
<u>1</u>	<u>CMBCI2X</u>	<u>Sri Lankan Immigration</u>
<u>2</u>	<u>FABINXS</u>	<u>Indian Immigration</u>

<u>3</u>	<u>DELINXS</u>	<u>Indian Immigration</u>
<u>4</u>	<u>LONBCCR</u>	<u>Custom Clearance</u>
<u>5</u>	<u>PAREP7X</u>	<u>Euro Control</u>
<u>6</u>	<u>BRUEP7X</u>	<u>Euro Control</u>

9.4 Key Peering Host Systems

#	<u>Host System/ Description</u>
1	<u>Amadeus - 1A</u>
2	<u>SITA</u>
3	<u>ARINC</u>
4	<u>Mercator - EK Host</u>
5	<u>Sabre</u>
6	<u>Travelport</u>
7	<u>Travelsky</u>

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 3 years, unless and until terminated by providing 180 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 :

Annex D - Compliance Sheet

LIST OF COMPLIANCE TO BE SUBMITTED WITH THE PRPOSAL (MANDATORY) in following format.
 The Compliance Sheet should include Business Requirements, Technical Requirements, Service Requirements and Other Requirements.

Bidder Name:		Option:	
Comments & Details:		Date:	

Minimum Eligibility Criteria	Complied or Not Complied	Remarks
I. The proposal shall fully comply with the IATA Type B messaging standard and all related protocols. Detailed documentation demonstrating adherence to these standards should be included.		
II. The Bidder shall have a minimum of 5 years of industrial experience specifically in providing Type B messaging platforms within the aviation industry. Evidence of this experience should be submitted with the proposal.		
III. The Bidder shall demonstrate a proven track record of successful project implementations of similar or higher capacity. At least five successful cases, each documenting the project's scope, implementation, and outcome, are required for evaluation.		
IV. The Bidder shall provide proof of financial and economic capacity. This should include audited financial statements for the past three years. Submission of these financial documents is mandatory.		

Technical Evaluation Criteria	Complied or Not Complied	Remarks
I. The Bidder shall provide a detailed point-by-point compliance statement addressing all general, technical, and functional requirements listed in Section VI of the Bid Document. The Bidder should clearly highlight any limitations or deviations from these requirements.		

II. The Bidder shall demonstrate the availability of direct links to deliver Type B messages to the specified addresses and key host systems outlined in Section VI.		
III. The Bidder shall commit to an implementation lead time of one month or less. Proposals that offer a shorter lead time will be viewed more favorably.		
IV. The Bidder shall provide a comprehensive product demonstration, including business-specific test scenarios to verify that the specifications and performance meet the required standards.		

	Fully Complied	Not Complied	Remarks
2. Scope of Work			
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
3. Technical Requirements			
3.1			
3.2			
3.3			
3.4			
3.5			
3.6			
3.7			
3.8			
3.9			
3.10			
3.11			
3.12			
3.13			
3.14			
3.15			
3.16			
3.17			
3.18			
3.19			
3.20			
3.21			

	Fully Complied	Not Complied	Remarks
4. Service Level Targets			
4.1 Service Availability			
4.1.1			
4.1.2			
4.1.3			
4.1.4			
4.1.5			
4.1.6			
4.1.7			
4.1.8			
4.1.9			
4.2 Fault escalation and notification procedure			
4.2.1			
4.2.2			
4.2.3			
4.2.4			
4.3 Service Credits			
4.3.1			
4.3.2			
4.3.3			
5 Training			
5.1			
5.2			
5.3			
6. Documentation			
6.1			
6.2			
6.3			
6.4			
7 Payment Terms			
7.1			
7.2			
7.3			
8 Contract terms and conditions			
8.1			
8.2			
<Follow the above order>			

Annex E - Compliance sheet for Data Security Schedule

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

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
1	Privacy Policies		
1.1	Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as more fully 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	Service Provider shall process any Personal Data solely for the purposes identified by the relevant Agreement.		
1.3	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	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	Service Provider shall not engage any third-party provider or non-employees to process Personal Data unless SriLankan has expressly consented in writing in advance to the use of such service . The Service Provider shall ensure that any person acting under its authority in relation to the Personal Data, including a Data Processor, is obligated to Process the Personal Data only on the instructions of SriLankan and have in place appropriate technical and organizational measures to ensure a level of security		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
	commensurate with the risks associated with the Processing.		
2	Security Governance		
2.1	Solution and the Service Provider shall be at least compliant (preferably certified) with the latest ISO/IEC 27001 Information Security Management System (ISMS) standard.		
2.2	Service Provider shall designate named individual or a team with overall accountability for Information Security, to review compliance and enforce information security requirements in the agreement with SriLankan Airlines and liaise with SriLankan Information Security team as required.		
3	Security Risk and Compliance		
3.1	Service Provider shall perform Information Security risk assessments on periodic basis and maintain a register of security risks related to the provision of its services to SriLankan and to processing of SriLankan information and/or information systems.		
3.2	Service Provider shall comply with all applicable SriLankan corporate and Information Security policies, standards, and procedures.		
3.3	Service Provider shall notify SriLankan Airlines where sub-contractor is engaged to provide services and shall ensure that sub- contractor also abides by this policy.		
3.4	Service Provider shall abide by the contractual agreements put in place with respect to SriLankan Airlines requirements which includes but not limited to data ownership and intellectual property rights.		
3.5	Service Provider agreed that SriLankan Airlines may perform periodic assessment of the Service Provider's publicly visible security posture where necessary and the results will be: a) Shared with the Service Provider and the Service Provider shall take reasonable action to fix the anomalies/vulnerabilities within an agreed timeline by both parties. b) Considered in the future engagement with the SriLankan Airlines.		
4	Personnel and Physical Security		
4.1	Service Provider shall implement all applicable physical and environmental security controls to provide adequate protection to SriLankan information & information systems.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
4.2	Service Provider shall maintain a formal employee separation process which includes but not limited to revocation of access, return of assets, exit interview.		
5	Security in Applications, Systems and Networks		
5.1	Service Provider shall ensure that SriLankan information and/or information systems are physically or logically segregated from other customers.		
5.2	Service Provider shall design, implement, and operate suitable controls to ensure continuity of services in accordance with system uptime and performance requirements, Recovery Time Objective and Recover Point Objective.		
5.3	Service Provider shall maintain an established process to provision, review access rights of, de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.		
5.4	Service Provider shall implement and operate robust network, system, and application access controls to authenticate, authorize and log all access attempts pertaining to SriLankan information and information systems. This applies to access attempts made by users, services, and devices.		
5.5	Service Provider shall not process or store SriLankan information on end user systems like laptops, desktops, mobile devices, etc. Where this is a legitimate requirement, adequate security controls including but not limited to encryption, access control, Mobile Device Management shall be implemented and operated.		
5.6	Service Provider shall conduct annual vulnerability assessments and/or penetration tests on applications, systems and networks that transmit, process or store SriLankan information. Reports shall be shared with relevant stakeholders in SriLankan. The Service Provider shall apply security patches in mutually agreed timeline without any cost escalation.		
5.7	SriLankan Airlines may perform Vulnerability Scans at least annually and findings will be notified to The Service Provider. If any vulnerability is found, The Service Provider shall agree to apply security patches in mutually agreed timeline without any cost escalation.		
5.8	Service Provider should provide to SriLankan Airlines on request, the status of the closure of high vulnerabilities.		
6	Security in System Delivery Lifecycle		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
6.1	Service Provider shall have an established Software/Systems delivery Lifecycle process embedding adequate security at all stages, including but not limited to secure by design, secure by default and security in deployment in accordance with the applicable external standards, regulations and SriLankan requirements.		
6.2	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders in SriLankan.		
6.3	Service Provider ensure that access to program source code is restricted and strictly controlled.		
6.4	Service Provider shall conduct security code reviews for all versions of the application prior to release. Reports shall be shared with relevant stakeholders on request basis.		
7	Data Security		
7.1	Service Provider shall design, implement, and operate adequate security controls to protect confidentiality, integrity, and availability of SriLankan data and/or information in accordance with the classification levels in liaison with SriLankan Airlines.		
7.2	Security controls for adequate protection shall include but not limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, Anti-Malware.		
7.3	Service Provider shall retain SriLankan data and/or information based on SriLankan data retention policy which is 12 years as per Right to Information Act, No. 12 of 2016.		
7.4	Scheduled data backups should be available within the solution and the backup retention period should be 12 years for all SriLankan/service-related data.		
7.5	SriLankan Data in Cloud Environment: The Service Provider must operate a Layered Security model at the perimeter, core network, systems, application, and data layers to adequately protect SriLankan data.		
7.6	SriLankan Data in Cloud Environment: SriLankan data and application environment must be segregated from other entities' environments.		
8	Authentication & Password Compliance		
8.1	The Solution should be capable of integrating with Microsoft Active Directory or The Service Provider shall use Role Based Access & Workflow Approvals (Segregation of Duties) with in the solution. The		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
	Service Provider shall apply following minimum the Password Policy rules with in the solution; Password age - 90 Days, Minimum password length - 8 Characters, Password change at initial login, Password Complexity (at least one 'UPPERCASE' character, at least one 'lowercase' character, mixture of numbers and/or symbols), lockout after 5 unsuccessful attempts, 30 minutes lockout duration, password history - 8 passwords)		
8.2	The Service Provider shall transfer Authentication information through secure protocols.		
8.3	The solution should be able to display the time and date of last successful login, and any failed login attempts to user.		
9	Audit & Event Logs		
9.1	Application Audit Logs (including transaction logs), Database Level Audit Logs, and Event Logs (including successful/unsuccessful login attempts) should be available within the solution.		
9.2	The solution should be capable of keeping logs for all user activities, including administrative and privileged user activities, and system configuration changes.		
9.3	Solution and/or Service Provider(s) shall agree to transmit collected audit, security, and transaction logs to SriLankan Airlines on demand.		
10	Encryption & Anonymization		
10.1	The Service Provider shall use industry standard encryption to encrypt Data in transit and Data at rest.		
10.2	Data anonymization minimizes the risk of information leaks. Service Provider shall deploy Data Anonymization technologies to personally identifiable data and any other applicable data set.		
11	Connectivity and Access Control		
11.1	The solution should be enabled with current TLS version certificates.		
11.2	The Service Provider shall protect Remote diagnostic and configuration ports.		
11.3	The Service Provider shall configure inactive Session timeout (for Application, Database, OS, Console)		
12	Service Continuity (Following values are expected minimum and this is subjected to change based on the criticality of the solution)		
12.1	Availability - 99.95% or higher		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
12.2	Recovery Time Objective - 1 hour or less		
12.3	Recovery Point Objective - 1 hour or less		
13	Right to Audit & Monitor		
13.1	The Service Provider shall agree that performance of the Services will be subject to audit and monitoring by SriLankan Airlines.		
14	Legislative, Standards & Regulatory Compliance		
14.1	The Service Provider shall agree to sign a Reciprocal Non-Disclosure Agreement with SriLankan Airlines		
14.2	Information shared or services obtained as part of SriLankan Airlines engagement The Service Provider will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing this policy which will become an integral part of the Service Agreement(s).		
14.3	In the event the Solution and/or Service Provider(s) handle payment card information, the Solution and/or Service Provider(s) should be compliant for PCI DSS (Payment Card Industry Data Security Standard) standard and the certification should be up to date.		
14.4	Solution and/or Service Provider(s) shall comply with acts, regulations, circulars, guidelines are related to eLaws and policies of Sri Lanka government (published on 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.		
15	Evaluation of The Service Provider/Cloud Service Provider (CSP)		
15.1	Service Provider agrees that SriLankan may perform periodic assessment of the CSP's security posture where necessary with advance notice.		
15.2	The Service Provider/CSP hosting SriLankan data shall maintain certification in good standing with an approved Information Assurance Framework. The certification by an independent and recognized third-party may be required to get a reasonable assurance that security controls are planned and properly implemented.		
16	Contract Management		
16.1	Service Provider agrees to sign an agreement with all clauses shows in the draft agreement attached.		

#	Check List	Compliance (Yes/No/Not Applicable)	Remarks
16.2	Service Provider agrees to add a clause for penalty (service credits) for service level breaches.		
16.3	Service Provider agrees to add a performance guarantee clause to the agreement.		
16.4	Service Provider agrees to add a termination for convenience clause from customer end.		

Section VII - 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 proposal to avoid rejection of the proposal.
- 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 VIII for Draft Contract.
- 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 commissioning 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	

Section VIII - Draft Agreement

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

- This document is a sample and is only meant to be a guideline for the final contract which will include clauses not mentioned below.

AGREEMENT made atthis (The “Effective Date”)
BY AND BETWEEN:

.....
.....

(Hereinafter referred to as “.....”)

AND: SRILANKAN AIRLINES LIMITED, which is a limited liability company incorporated under the Companies Act of Sri Lanka, bearing registration number PB 67 and whose registered office is at “Airline Centre”, Bandaranaike International Airport, Katunayake, Sri Lanka (Hereinafter referred to as “Airline”) (Collectively.....and Airline are hereinafter referred to as the “Parties”)

WHEREASoperates a software platform which allows airlines to up-sell existing passengers, via paid upgrades for their flights as more particularly set forth on Schedule A (the “..... Platform”).

WHEREAS Airline wishes to retain the services of....., the whole subject to the terms and conditions set out below.

WHEREAS..... And Airline agree that this Agreement are being conducted with a view towards developing a longer term relationship between the Parties.

WHEREASis prepared to perform the required services on the terms and conditions set out below:

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1) SERVICES. During the term of this Agreement, shall supply the services detailed in Schedule A hereto (the “Services”) to the Airline.
- 2) TERM & TERMINATION. This Agreement shall be in force for an initial term commencing on the Effective Date and ending (02) years following the “go live”

Date of the(The “Initial Term”). Unless either Party notifies the other in writing at least thirty (30) days prior to the expiry of the Initial Term of its intention not to renew, this Agreement shall be renewed for a one-time, one (1) year period upon the agreement of both parties at the end of the initial contract term. This Agreement can be terminated by either Party without cause at any time by providing the other Party with prior written notice of at least thirty (30) days. Without limiting the generality of the forgoing, either Party shall have the right to immediately terminate this Agreement for a material breach of the other Party unless such breach is (i) capable of and (ii) is, corrected within 10 business days of written notification of such breach by the non-breaching Party. For the purposes hereof, “material breach” shall include, but not be limited to, fraud, willful misconduct (by or its employees), insolvency, bankruptcy or appointment of a trustee, liquidator or administrator over all or parts of a party’s assets or any arrangement or action in consequence of debt. Notwithstanding anything stated herein, the Airline shall have the right to immediately terminate this Agreement, wherePlatform is determined by a court of competent authority to have violated and/or infringed any intellectual property rights of any third party. Termination or expiration of this Agreement pursuant to the foregoing shall be without prejudice to the accrued rights and liabilities of the Parties.

3) PAYMENT. shall perform the Services and be paid according to the terms set out in Schedule B.

3.1 *SriLankan Airlines shall be entitled to withhold or deduct from any payments due to the Service Provider or 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. In the event the amounts to be withheld or deducted exceed the amount payable to SriLankan Airlines at the relevant time, the Service Provider shall pay such amount to SriLankan Airlines within fourteen (14) days of demand*

4) RELATIONSHIP OF PARTIES. The Parties intend that an independent contractor relationship shall be created and nothing herein shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties.

5) RESPONSIBILITIES..... Understands and agrees that shall be responsible for providing the Services as set out in Annexure A for the entire term of this Agreement.

.....further agrees to assist the Airline without any additional cost to conduct investigations pertaining to any claims made by passengers arising pursuant to the use and operation of thePlatform.

6) SERVICE LEVELS AND SERVICE CREDITS

This section represents the service levels and service credits which will be applied.

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

- Level 1- High - Major flow(s) down; no work-around exists. Business stopped.
- Level 2 - Medium - Partial failure affecting the use of the core business functions
- Level 3 - Low - to perform limited functions. - Ex: (UI/UX), Cosmetic changes

Level	Faulty severity level	Target response time	Target resolution time
L1	High	Immediate	1 Hours
L2	Medium	30 Minutes	2 Hours
L3	Low	1 Hours	4 Hours

6. 2 Fault Escalation Procedures to be followed as given below.

Faulty severity level	Service Provider-Escalation Problem Unresolved	Customer Update Service Desk
High	Support Engineer (3 Hours)	Every 1 Hour
Medium	Support Engineer (4 Hours)	Every 6 Hours or as necessary
Low	None	Days

6.3 Escalation levels for issues : This will elaborated according to the system service

6.4 Service Level Report and Service Reviews : This will elaborated according to the system service

6.5 Service Credits: This will elaborated according to the system service

7) DATA PROTECTION

7.1. The Parties acknowledge and agree that any processing of personal data performed under this agreement shall comply with the applicable provisions of the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as well as the Sri Lanka Personal Data Protection Act, No. 9 of 2022. Both Parties shall take all necessary measures to ensure the protection, security, and lawful processing of personal data in accordance with the applicable data protection laws.

7.2. Please refer to SCHEDULE X – DATA PRIVACY AND SECURITY SCHEDULE for additional information.

8) SERVICE PROVIDER OBLIGATIONS

8.1 Service Provider is required to full fill the complete deliverables set forth as per the bid response to SriLankan RFP in the scope of the project plan (scope) in the term of this agreement .

8.2 - This section will elaborate all obligations of successful bidder-

9) AIRLINE OBLIGATIONS

- This section will elaborate all Airline's obligations-

10) WARRANTIES_represents and warrants that it has the power and right to enter into this Agreement and to grant all rights and licenses granted hereby to the Airline and that performance of this Agreement will be free and clear of all liens and encumbrances and thatowns or has a valid right and title, to use the intellectual property rights of the Platform and any other Services licensed, granted or permitted to be used by the Airline pursuant to this Agreement.further represents and warrants that it shall comply with applicable laws, licenses, regulations and rules of any applicable governmental or other relevant entity or agency in the performance of this Agreement.

11) INDEMNITY. To the fullest extent permitted by law, each Party (“Indemnitor”) hereby agrees to indemnify, defend and save harmless the other party’s directors, officers, employees and agents (in this Section 7), collectively referred to as the “Indemnitee”) from and against any and all third-party losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, outside attorneys’ fees, disbursements and administrative or court costs) (“Losses”) arising directly out of or relating to any claim that the Indemnitor infringes any patent, copyright, trademark or other intellectual property right of any third party. NOTWITHSTANDING THE

FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE. IN NO EVENT SHALL EITHER PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE FEES PAID BY AIRLINE TOIN THE 12 MONTHS PRIOR TO CLAIM BEING MADE.

The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnitee against any losses, damages, liabilities, expenses (including reasonable legal fees) suffered as a result of gross negligence or willful misconduct in performing its obligations under this Agreement and/or any breach of any obligations of this Agreement. The Indemnitor hereby agrees to pay any and all costs, damages, liabilities, and expenses, including, without limitation, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Indemnitee in connection with or arising from any such breach, claim, suit, action or proceeding.

In the event of any loss, claim, damage as mentioned above the Indemnitee (i) shall inform the Indemnitor of such loss, claim or damage as soon as the Indemnitee becomes aware of such loss, claim or damage and shall permit the Indemnitor at its cost to handle, control and direct the negotiations and litigation that may follow, (ii) shall provide reasonable assistance to the Indemnitor in handling any litigation, and (iii) shall not enter into any settlement without the consent of the Indemnitor. The Indemnitor shall keep the Indemnitee informed of the defense and status of any negotiations pursued with the claimant and shall diligently pursue such defense taken against the claimant. In the event of any infringement or violation of any patent, copyright, trademark or other intellectual property right of any third party (as determined by a non-appealable judgment of a competent court in an applicable jurisdiction),shall use its commercially reasonable efforts (i) to amend, modify or revise thePlatform to ensure that

thePlatform does not violate or infringe such third party patent, copyright, trademark or other intellectual property right, or (ii) to purchase or obtain licensing (or other “freedom to operate”) rights related to the use of such third party patent, copyright trademark or other intellectual property rights for use in the Platform or (iii) to complete any other option that it determines, in its sole and absolute discretion, is in the best interest of its stakeholders taken as a whole.

- 12) CONFIDENTIALITY. Each Party agrees that (i) all information communicated to it by the other, whether before or after the Effective Date, (ii) all information to which it has access in connection with the subject matter hereof, whether before or after the Effective Date, and (iii) this Agreement, will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care, to prevent the disclosure of such confidential information. No such information will be disclosed by the receiving Party without the prior written consent of the other Party. However, each Party may disclose this Agreement and the other Party’s confidential information to those of the receiving Party’s employees, directors, officers and representatives (“**Representatives**”) who have a need to have access to such information. The receiving Party shall remain responsible for such Representatives’ compliance with this confidential information obligation. Each Party agrees to comply with all applicable laws with respect to the protection of personal information related to users of the Services.

The foregoing will not prevent either Party from disclosing information that belongs to such Party or (i) any information that such Party can demonstrate as being within its legitimate possession prior to the time of disclosure by or, on behalf of the other Party to such Party; (ii) any information which was in the public domain through no fault of such Party; and (iii) any information that is independently acquired or developed by the receiving Party without breaching any of its obligations under this Agreement and without using any of the other Party’s Confidential Information; or (iv) any information which is disclosed to such Party on a non-confidential basis by a third party who has legitimate possession thereof and the unrestricted right to make such disclosure. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to such requirement so long as the Party required to disclose the confidential information, to the extent possible, provides the other Party with timely prior notice of such requirement and coordinates with such other Party in an effort to limit the nature and scope of such required disclosure. Upon written request of the disclosing Party at the expiration or termination of this Agreement for any reason, or upon request, all such confidential information (and all copies thereof) of the disclosing Party will be, to the extent practicable and commercially reasonable, returned to the disclosing Party or, will be destroyed, with written certification thereof being given to the disclosing Party.

- 13) RESTRICTIONS AND COVENANTS. Airline may use the Services only for the business purposes contemplated by this Agreement. Airline shall not, nor shall any affiliate or other permitted assignee use or access or allow access to the Services in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics belonging toAirline hereby agrees that it will not directly or indirectly through a third party (a) make unauthorized modifications, reverse engineer, disassemble, decompile, attempt to derive source code of, or otherwise “hack” anyproduct or services; or (b) hack, abuse, adversely interfere with, infect with viruses, worms or other malicious or destructive code any servers, computer equipment, software or other technological resources used, owned, or managed by..... In addition, throughout the term of this Agreement and for six (6) months thereafter, Airline shall not retain the services of other persons or entities undertaking the same or similar functions as those undertaken or contemplated to be undertaken by (Including the Platform) hereunder, nor will Airline undertake or perform, other than continuing with existing flight upgrade programs of the Airline

in existence as of the Effective Date, the same or similar functions as those contemplated to be undertaken by Hereunder.

- 14) **OWNERSHIP OF INTELLECTUAL PROPERTY.** To the extent that any intellectual property is generated in connection with this Agreement (either individually by a Party or jointly by the parties) and related specifically to thePlatform, Airline hereby irrevocably assigns to(or waives any rights which are otherwise unassignable) and agrees that shall be the sole and exclusive owner of, all right, title and interest in and to, such intellectual property (including, but not limited to; patent, copyright, trade secret and other proprietary rights therein that may be secured in any place under laws now or hereafter in effect) subject to Airline's ownership interest in and to any pre-existing works. Each Party hereby grants to the other a non-exclusive, royalty free, non-transferable, revocable right and license, for the term of this Agreement, to use and display the trademarks, logos, trade names and service marks (the "Marks") of such Party solely as necessary to perform its obligations under this Agreement, or as otherwise authorized under this Agreement and the Parties agree that they shall not use the Marks for any other purpose. Subject to Section 11), the use of Marks shall be subject to prior approval in writing by each of the Parties. In its use of the Marks of the other Party ("Licensor"), each Party ("Licensee") will comply with any trademark usage guidelines that Licensor may communicate to Licensee from time to time. For greater certainty,shall own all right, title and interest in and to any suggestions, enhancement requests, recommendations or other feedback provided by Airline's employees, contractors, or other agents, or by users of the Services, which relate to the Services or the..... Platform. Other than with respect to the Marks, each of the Parties hereby acknowledges and agrees that no license is hereby granted to any intellectual property of the other.

Notwithstanding anything to the contrary stated herein, the information and data provided by passengers of the Airline directly toshall be solely owned byand shall be considered as Confidential Information ofThe information and data provided by passengers of the Airline directly to the Airline shall be owned by the Airline and the passengers' travel related information and data provided toby the Airline shall be owned by the Airline. Each Party shall, for the Term of this Agreement, assign a right to the other Party to use the former Party's data solely for the purposes of this Agreement including, without limitation, further enhancement of the Services which have been agreed upon by the Parties

- 15) **PUBLICITY.** With the prior consent of the other Party, each Party shall have the right to announce and publicize in any media its relationship with the other but the specific terms and conditions of this Agreement shall remain confidential. Furthermore, each Party agrees that the other may use its Marks in any marketing and promotional materials during the term of this Agreement and thereafter with the prior written consent of the Licensor which consent shall not be unreasonably withheld.
- 16) **ACKNOWLEDGEMENT.** The Airline acknowledges thatprovides services similar to the Services to a broad array of companies in the aviation and travel sectors. The Airline acknowledges that these and other relationships exist, and agrees that such relationships cannot be subsequently claimed as a reason for termination of this Agreement. Additionally, the Airline accepts thatis bound by confidentiality and other obligations to other clients and has specifically advised the Airline thatis obligated not to use any confidential non-public information obtained from such other engagements to advise the Airline.
- 17) **CONFLICTING PROVISIONS.** In the event of a conflict between the provisions of this Agreement, a Schedule hereto and any particular Statement of Work, this Agreement and the provisions of this Agreement shall prevail.

18) **NOTICES.** Any notice required or provided for herein shall be deemed to have been given upon being sent by registered mail, postage prepaid, return receipt requested, to the address of the other Party as provided below:

In the case of Airline

SriLankan Airlines Limited

Airline Centre,
Bandaranyake International Airport,
Katunayake.
Sri Lanka.
To the attention of:
Fax:
Email:

In the case of

To the attention of

With a copy to

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

To the attention of
.....

19) **ASSIGNMENT; BENEFIT, BINDING EFFECT.** This Agreement may not be assigned by the Parties without the prior written consent of the other Party. Any such assignment shall not affect the terms and conditions of this Agreement. The cost of any such assignment shall be borne by the assigning Party.

20) **COUNTERPARTS.** This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile or email and that the reproduction of signatures by facsimile or email will be treated as binding as if originals.

21) **MERGER AND ENTIRE AGREEMENT.** This Agreement constitutes the full understanding of the Parties, a complete allocation of risks between them, and a complete and exclusive statement of the terms and conditions of their agreement, related to the Services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement. This Agreement shall not be modified in any way except by a writing executed by both Parties.

22) **MODIFICATION.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify or vary the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the Party to be bound, and no

modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions at variance with or in addition to those set forth in this Agreement.

- 23) NO OBLIGATION. Subject to Section 9), the Parties agree that the Airline is not obliged or obligated to contract with or renew this Agreement after the expiration or sooner determination of this Agreement and that the Airline shall be entitled to contract with any third party to obtain similar services contemplated herein after termination of this Agreement.
- 24) SECTION HEADINGS. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.
- 25) GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of England and Wales, without regard to conflict of laws principles. The parties submit to the non-exclusive jurisdiction of the courts of
- 26) SEPARATION. In the event any term or provision of this Agreement, or any portion thereof, or any application of any term or provision shall be invalid or unenforceable, the remainder of this Agreement or any other application of such term or provision shall not be affected thereby.
- 27) SURVIVAL OF OBLIGATIONS. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement (including Sections- (6) through 23) shall survive any such expiration, termination or cancellation.
- 28) FORCE MAJEURE. Neither Party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy (excepting internal strikes, lockouts or labour controversies), riot, civil disturbance, act of public enemy, embargo, war, terrorism, act of God, or any municipal, county, state, provincial or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under such Party's control. The Party affected by such Force Majeure shall inform the other Party as soon as possible which shall not be more than 3 days of such Force Majeure occurrence or incident or within such time as is reasonably practical.
- 29) SUBCONTRACING. Neither Party may subcontract its obligations hereunder without the prior written approval of the other Party which may not be withheld unreasonably. In the event a Party sub contracts its obligations, it shall not be relieved of responsibility under this Agreement for such portion of its obligations as are sub contracted.
- 30) PERFORMANCE GUARANTEE. The Service Provider should guarantees that the Solution will meet the performance criteria listed in this RFP including the requirements will be provided in the SOW by UL during the Term of this Agreement. Service Provider should provide a performance guarantee to SriLankan in the form of a bank guarantee in accordance with the terms listed below:

At the execution of the Agreement, the Service Provider shall furnish SriLankan Airlines a bank guarantee for the sum of LKR _____, as an irrevocable and unconditional bank guarantee draw able 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 the Agreement will be signed and 90 days thereafter.

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

The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Service Provider within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Service Provider'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 the Agreement.

In the event, that the Service Provider 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 Service Provider, the Service Provider shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

SriLankan Airlines shall not make any payments under the Agreement to be signed to the Service Provider until SriLankan Airlines has received the Bank Guarantee .

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

- 31) TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of the Agreement to be signed, SLA may terminate the agreement, without cause, for any or no reason upon giving to provider at least 60 days prior written notice. The notice shall specify the date on which termination shall become effective, which the Parties agree shall not be prior to expiration of Contract Year 1.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement on the date and year first above written.

SRILANKAN AIRLINES LIMITED S.E.C., by

.....

Name:
Title: President

Name:
Title:

Section IX - 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 more fully 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 38. 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 X - 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 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) |

Section - XII - 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					

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.