



**Procurement of Goods
Under
National Shopping Procedures**

Invitation of Quotations

For

**Provisioning and Implementation of a Contract
Management System at SriLankan Airlines for a period
of three (03) years**

Contract No: Q/PL/243/24



NPA/SBD/GOODS/01

Section I. Instructions to Vendors (ITV)

A: General	
1. Scope of Bid	1.1. SriLankan Airlines invites you to submit a quotation as specified in Section III Schedule of Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you fail to acknowledge the receipt of this invitation or not submit a quotation after expressing the intention as above.
B: Contents of Documents	
2. Contents of Documents	2.1. The documents consist of the Sections indicated below. <ul style="list-style-type: none"> • Section I. Instructions to Vendors (ITV) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation Submission Form(s)
C: Preparation of Quotation	
3. Documents Comprising your Quotation	3.1. The Quotation shall comprise the following: <ul style="list-style-type: none"> a) Quotation Submission Form and the Price Schedules; b) Technical Specifications & Compliance with Specifications c) A list of current clientele for the product proposed
4. Quotation Submission Form and Price Schedules	4.1. The vendor shall submit the Quotation Submission Form using the form furnished Section V. This form must be completed without any alterations to its format, and no subtitles shall be accepted. All blank spaces shall be filled in with the information requested. 4.2. Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.
5. Prices and Discounts	5.1. Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules. 5.2. The Price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered. 5.3. The applicable VAT, NBT & any other taxes shall be indicated separately. (Applicable only to quotations submitted in Sri Lanka Rupees –LKR) 5.4. Prices quoted by the vendor shall be fixed during the vendor’s performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6.Currency	6.1. Local vendors shall quote in LKR for delivered price and overseas bidders in foreign currency.

<p>7.Documents to Establish the Conformity of the Goods</p>	<p>7.1. The vendor shall furnish as part of its quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, "Technical Specifications & Compliance with Specifications".</p> <p>7.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>7.3. If stated in the Data Sheet the vendor shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.</p>
<p>8. Period of Validity of quotation</p>	<p>8.1. Quotations shall remain valid for the period of Ninety (90) days after the quotation submission deadline date.</p>
<p>9.Format and Signing of Quotation</p>	<p>9.1. The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.</p>
<p>D: Submission and Opening of Quotation</p>	
<p>10.Submission of Quotation</p>	<p>10.1. Vendors may submit their quotations only to the following secure E-mail address Itproctend@srilankan.com bearing the specific identification of the contract number & item description. Upon successful submission of bid, vendor will receive an auto generated acknowledgement E-mail certifying the proper delivery of the bid. If the acknowledgement E-mail is not received, please contact the purchaser (Refer Clause 1.1 in Section II)</p> <p>10.2. The quotation should not be copied to any staff at SriLankan Airlines under any circumstance.</p>
<p>11.Deadline for Submission of Quotation</p>	<p>11.1. Quotation must be received by the Purchaser at the E-mail address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.</p>
<p>12.Late Quotation</p>	<p>12.1. The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.</p>
<p>13.Opening of Quotations</p>	<p>13.1. The quotation will be opened by SriLankan Airlines.</p> <p>13.2. A representative from financial division will open & certify the quotations received by the deadline given in section II.</p>
<p>E: Evaluation and Comparison of Quotation</p>	
<p>14.Clarifications</p>	<p>14.1. To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2. The Purchaser's request for clarification and the response shall be in writing.</p>

<p>15.Responsiveness of Quotations</p>	<p>15.1. The Purchaser will determine the responsiveness of the quotation to the document based on the contents of the quotation received.</p> <p>15.2. If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
<p>16.Evaluation of quotation</p>	<p>16.1. The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2. To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> a) the Price as quoted; b) price adjustment for correction of arithmetical errors; c) Price adjustment due to discounts offered. <p>16.3. The Purchaser’s evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods.</p>
<p>17.Purchaser’s Right to Accept any Quotation, and to Reject any or all Quotations</p>	<p>17.1. The Purchaser reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.</p>
<p>F: Award of Contract</p>	
<p>18.Acceptance of the Quotation</p>	<p>18.1. The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p>
<p>19.Notification of acceptance</p>	<p>19.1. Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing that its quotation has been accepted.</p>

Section II: Data Sheet

ITV Clause Reference	
1.1	<p><u>The Purchaser contact details</u></p> <p>Mailing address : SriLankan Airlines Limited Commercial Procurement Department (IT) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka</p> <p>Telephone : +94 (0) 1 9733 2870</p> <p>Fax : +94 (0) 19733 5218</p> <p>E-mail : harenis@srilankan.com</p>
5.1	The bidder is not allowed to quote for less than the quantity specified
7.3	Manufacturer's Authorization is/ is not required
11.1	<p>Secured E-mail address for submission of quotations: Itproctend@srilankan.com</p> <p>Deadline for submission of quotations is before 11:00 hours Sri Lankan time (GMT + 5:30 Time Zone) on 30th January 2025.</p>
13	The quotations shall be opened at the following address: Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
16	<p>Other factors that will be considered for evaluation are:</p> <ul style="list-style-type: none"> • Compliance for all required specifications marked as <u>Mandatory</u> in section IV • Credit period provided

Section III: Schedule of Requirements

Line Item	Description of Service	Unit of Measurement (UOM)	Qty	Final Destination	Delivery Date	
					Delivery Period	Bidder's manufacturing & delivery lead time <i>(to be filled by the bidder)</i>
1	Provisioning and Implementation of a Contract Management System at SriLankan Airlines for a period of three (03) years Contract No: Q/PL/243/24	NA	50 Licenses	IT Department, SriLankan Airlines	As per Purchase Order/purchase release	

Section IV. Technical Specifications & Compliance with Specifications

Provisioning and Implementation of a Contract Management System at SriLankan Airlines for a period of three (03) years
Contract No: Q/PL/243/24

Please refer Annex I

Section V- Quotation Submission Forms

Provisioning and Implementation of a Contract Management System for SriLankan Airlines for a period of three (03) years

Contract No: Q/PL/243/24

Quotation Submission Form

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

Date:

To: SriLankan Airlines Limited

We, the undersigned, declare that:

- a) We have examined and have no reservations to the document issued;
- b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services/Goods *[insert a brief description of the Goods]*;
- c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure]*;
- d) Our quotation shall be valid for the period of time specified in ITV Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITV Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Price Schedule

Price Schedule for Provisioning and Implementation of a Contract Management System at SriLankan Airlines for a period of three (03) years

Contract No: Q/PL/243/24

Description	Unit Price (If applicable)	Cost Per Month	Total Cost for 03 Years
Onetime Cost			
Recurrent cost			
Any other costs			
Total cost for the project			

Cost per License :

Cost for 50 License -:

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

Company Seal & Signature:

Date:

Please submit your proposal in LKR.

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

Manufacturer's Authorization

[If required under ITV clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated].

Date:

WHEREAS

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

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

NOTES TO VENDOR
TERMS & CONDITIONS

1. **ORDER ACKNOWLEDGEMENT/ACCEPTANCE:** If nothing to the contrary is heard before effecting supplies, it is understood that the order has been accepted in toto.
2. **CHANGE IN THE PURCHASE ORDER:** No change in or modification of this order or any of its terms or conditions shall be binding upon SRILANKAN AIRLINES unless expressly agreed to in writing by SRILANKAN AIRLINES.
3. **PACKING:** Goods should be properly packed for transit to the final destination. In the case of aircraft spares, packing should be in accordance with ATA 300 Specification.
4. **DOCUMENTATION:** One complete set of documents consisting of packing list & Invoice copy quoting our Purchase Order reference, should be securely pasted on the outside of the consignment. Another set of documents consisting of list, one copy each of Invoice and Certificate of Conformity should be placed inside the package. Also two copies of Invoices to be sent along with Airway Bill/Stores Consignment Note for Custom purposes, as necessary. Failure to comply with required documentation resulting in Customs demurrage/storage charges incurred if any, by SRILANKAN AIRLINES, will be deducted from the Supplier's invoice.
5. **AIRWORTHINESS CERTIFICATE:** All aircraft spares and material should be accompanied by applicable Airworthiness Certificate. Non compliance will be liable for rejection. This is applicable to approved aircraft items only.
6. **DELIVERY SCHEDULE:** Stipulated delivery date must be strictly adhered to. If contractor fails to make delivery of any goods within the specified time, SRILANKAN reserves the right to cancel this order or any part thereof by written notice to contractor and SRILANKAN shall not be liable for any loss or damages sustained by the contractor in consequence thereof provided that nothing herein contained shall prejudice any other rights SRILANKAN may have against contractor for any loss or damage due to failure of delivery by way of liquidated damages and/or risk purchases.
7. **FAILURE TO SUPPLY:** If the supplier fails to deliver the items within the period stipulated for such delivery or at any time repudiates the Contract/order before expiry of such period, SRILANKAN AIRLINES is entitled to cancel the order and re-purchase items ordered not delivered, at the risk and cost of the defaulting supplier.
8. **PRICE:** The supplier shall warrant that the prices being charged to SRILANKAN AIRLINES are no higher and the terms no less favourable than in respect of his current sales to other airline operators and customers.
9. **ACCEPTANCE:** Goods supplied must be according to specification and conditions laid down by us and subject to our inspection and approval. Rejected material will remain in our stores at contractor's risk and cost.
10. **INSURANCE:** No insurance to be taken unless specifically advised.
11. **PATENTS:** The contractor shall warrant that all material supplied is free and clear of all and any infringement of any patents, copyright and trade mark.
12. **INVOICING:** Each invoice should cover only one Purchase Order and Purchase Order reference should be clearly indicated. Original signed invoice alongwith proof of despatch must be forwarded to our Payments Manager, SRILANKAN AIRLINES LTD, ADMINISTRATION BUILDING, BANDARANAIKE INTERNATIONAL AIRPORT, KATUNAYAKE.
13. **EXCESS/WRONG SHIPMENT:** Contractors will be responsible for expenses incurred by way of customs duties/shipment charges/packing, etc. in respect of excess/wrong shipments.
14. **WARRANTY:** All supplies should be covered by standard warranty applicable. Defective supplies that fall within the Warranty period shall be claimed from the contractor by way of free of charge repairs and /or replacements.
15. **APPLICABLE LAW:** In the event of any conflict between parties, this order will be subject to jurisdiction of Sri Lanka Courts only.

Provision for a Contract Management Solution

1. GENERAL

SriLankan Airlines is the flagship carrier of Sri Lanka, headquartered in Colombo, the capital city. Founded in 1979 as Air Lanka, the airline operates a fleet of modern aircraft to over 100 destinations worldwide, including Europe, Asia, the Middle East, and the Indian subcontinent. With a focus on providing exceptional customer service, SriLankan Airlines has won numerous awards for its in-flight experience, including "Best Airline in South Asia" at the Skytrax World Airline Awards.

The airline is also committed to sustainability and has implemented various initiatives to reduce its environmental impact. As a member of the oneworld alliance, SriLankan Airlines offers passengers access to a vast network of airlines, lounges, and travel benefits.

2. OVERVIEW

SriLankan Airlines seeks to implement a Contract Management Solution to streamline and automate the entire contract review and negotiation process for both internal and external stakeholders. The goal is to establish a comprehensive solution capable of managing all phases of contract handling—from initiation through internal and external review, negotiation, signing, and the ongoing management and storage of agreements.

3. GENERAL REQUIREMENTS

1. The proposed solution shall provide an end-to-end solution covering the entire contract management lifecycle for a period of three (03) years.
2. Interested parties shall agree to provide the necessary integration support, should it be required during the term of the proposed implementation.
3. Interested parties are required to provide a project implementation plan not exceeding 8 weeks.
4. The successful bidder is required to complete the implementation and project management of their proposed solution within 8 weeks or less.
5. All payments will be made 100% after the successful completion of the Project and the User Acceptance Test (UAT).
6. Proposed solutions may include Software as a Service (SaaS) or a managed service (including hardware), subject to meeting the requirements outlined in this RFP.
7. Regardless of the solution model proposed, the vendor shall assume end-to-end responsibility for the software and related hardware for the duration of the service agreement.
8. Interested parties shall provide maintenance and support for a period of three (03) years.

Provision for a Contract Management Solution

4. SCOPE OF WORK

1. **Agreement Creation:** The proposed solution shall allow the creation of agreements, both using predefined templates and non-template-based agreements as required.
2. **Automated Workflows:** The proposed solution shall enable user engagement through automated workflows for both predefined workflows and custom user lists, as necessary for each agreement.
3. **Collaboration:** The proposed solution shall support seamless collaboration between internal and external parties involved in the contract negotiation process.
4. **Version History:** The proposed solution shall maintain and collate changes to the document, along with version history and should centralize contract negotiations, offer detailed audit trails, and support distinct internal and external versions for effective collaboration and change tracking.
5. **Comment History:** The solution should provide a detailed history of individual comments and follow-up comments for each reviewer until the agreement is finalized. Additionally, it should specify the actions taken to address any open items or queries before the agreement is signed.
6. **Document Storage:** The proposed solution shall have the ability to store finalized agreements.
7. **Automated Notifications:** The proposed solution shall provide automatic notifications to prompt pending agreements, renewals, and reminders to collaborators.
8. **Intuitive Dashboard:** The proposed solution shall provide an intuitive dashboard for users to view active agreements, agreements due for renewal, and the status of draft agreements, etc., to facilitate necessary decisions.
9. **Training:** The proposed solution shall provide hands-on training for nominated personnel.
10. **Self-Learning:** The proposed solution shall offer an on-demand facility for self-learning the features of the solution.
11. **Support and Maintenance:** The proposed solution shall include support and maintenance during the tenure of the service agreement.
12. **Track Changes and Comments:** The proposed solution shall track and manage review comments and document changes.
13. **Review Sign-Off:** The proposed solution shall facilitate review sign-off by designated stakeholders.
14. **Electronic Signatures:** The proposed solution shall enable electronic signatures that are valid globally and ensure that only authorized signatories can sign agreements.
15. **Secure Document Storage:** The proposed solution shall securely upload and store agreements in the system and ensure only authorized personnel can access them.

Provision for a Contract Management Solution

16. **Customizable Notifications:** The proposed solution shall have customizable notification settings for different stakeholders.
17. **Reporting:** The proposed solution shall generate comprehensive reports on agreement status, review history, and changes, with customizable reporting templates.
18. **Audit Access:** The proposed solution shall allow easy access to review history for audit purposes.
19. **Transparency and Security:** The proposed solution shall ensure transparency, accountability, and security in the review process, with robust measures to protect sensitive information.
20. **Implementation Team:** The proposal should also include details of the implementation team/resources, along with the proposed timeline and a comprehensive implementation plan.
21. **New Requests and Enhancements:** The procedure for accommodating new requests or enhancements should also be outlined, along with details of support and maintenance services.
22. **Signature Integration:** The proposed solution shall be able to integrate with the signature platform currently used by SriLankan Airlines Ltd.
23. **Global Signature Recognition:** If using in-built signatures, those signatures should be globally recognized, especially in legal contexts such as courts.
24. **AI/ML Capabilities (Optional):** As an optional service, it is preferable if the solution has inbuilt AI/ML capabilities to perform contract classification and search for specific clauses in contracts to confirm their presence.
25. **Document Access Control:**

The proposed solution shall include strict document access controls as follows:

 - **During the Review Process:**
 - The initiator of the contract.
 - The assigned reviewers.
 - Designated signatories who are part of the review process.
 - **Post-Sign-Off:**

After the contract has been signed off, the uploaded documents shall be accessible only to:

 - The uploader (the user who initially uploaded the contract).
 - The nominated person specified by the uploader.
26. **User Experience and Accessibility:**
 - **Intuitive Interface:** Ensure the solution has a user-friendly and intuitive interface for both technical and non-technical users. The system should be easy to navigate for all user levels.
27. **Advanced Search and Filtering Capabilities:** (Optional)

Provision for a Contract Management Solution

- **Advanced Search Features:** In addition to simple search functions, the system should support advanced filtering options such as metadata, date ranges, keywords, clause types, document statuses, and contract terms.
- **Natural Language Processing (NLP) Capabilities:** Ability to identify and classify contracts or clauses more effectively by analyzing text in a human-like manner.

28. Performance and Reliability Monitoring:

- **Real-Time System Performance Monitoring:** The solution should include real-time performance monitoring to track server health, document load times, and system responsiveness, ensuring that users do not experience delays, especially when handling large documents.
- **Disaster Recovery and Business Continuity:** The vendor's disaster recovery and business continuity plan should be included to ensure the organization can maintain operations even in the event of unforeseen circumstances.

29. Security and Privacy Enhancements:

- **Two-Factor Authentication (2FA):** Implementing 2FA in addition to role-based access control would add an additional layer of security to prevent unauthorized access, especially for users handling sensitive contracts.
- **Data Masking and Redaction: (Optional)** For contracts containing sensitive information, the system could allow for automatic redaction or data masking of sensitive fields (e.g., financial details or personally identifiable information).

30. Vendor Support and SLAs:

- **Vendor Roadmap and Future Enhancements:** In addition to outlining the vendor's support services, the proposal should provide information on the vendor's roadmap for future upgrades or enhancements. This will provide visibility into how the solution will evolve and ensure that the vendor is committed to continuous improvement.
- **Dedicated Account Management:** A dedicated account manager or technical liaison to work closely with your team for smooth implementation and ongoing optimization would be an added benefit.

31. Customizable Workflows and Approvals:

- **Custom Workflow Templates:** The solution should include the ability to create highly customizable workflows that can be tailored to different departments or contract types, allowing you to automate and streamline your unique processes.
- **Approval Hierarchy:** The solution should support multi-level approval hierarchies where different levels of stakeholders can be defined for approvals based on contract value, type, or other criteria.

32. Intelligent Alerts and Notifications:

Provision for a Contract Management Solution

- **Proactive Alerts:** Introduce intelligent, proactive alerts for contract milestones, such as when contracts are close to expiry, when they need to be renegotiated, or when a clause is missing or needs updating based on predefined compliance standards.
 - **Escalation Notifications:** Include automated escalation alerts to ensure timely attention to stalled reviews, approvals, or signed contracts.
33. **Support for Large-Scale Enterprise Use Cases:** The system should be capable of handling large-scale enterprise requirements, including high-volume contract workflows, multi-department collaboration, and global operations.
34. **Enhanced Compliance Features:** The system must offer advanced compliance functionalities tailored to meet the regulatory standards of highly regulated industries, ensuring robust audit trails, risk assessments, and adherence to legal requirements.
35. **Comprehensive Clause Library and Conditional Rules:** The system should provide a robust clause library to manage pre-approved contract terms and allow for conditional rules to address non-standard terms, ensuring consistency and efficiency in contract drafting and review.

36. Support for Independent SBUs with Separate Administration

The solution must support SriLankan Airlines' Strategic Business Units (SBUs), which operate as distinct entities with potentially separate Active Directory tenants. Each SBU should function independently within the system, with dedicated administrative controls for each unit.

37. Reassignment of Documents Upon Resignation or Transfer

The system must allow the administrator to reassign documents or workflows from an initiator or uploader who has resigned or been transferred to another user without granting the administrator access to view the documents.

38. Privacy and Confidentiality During Reassignment

The reassignment process must ensure that the contents of the documents remain confidential, accessible only to the authorized users as defined by the original initiator.

39. Browser-based Redlining

The proposed contract management system must include a browser-based redlining feature, enabling real-time contract negotiations. This functionality should eliminate the need for teams to switch between different tools (such as Word, email, and PDF) to negotiate contracts, thereby streamlining the process and reducing delays.

40. Mobile Compatibility

The system must be compatible with mobile devices, allowing users to access, review, and collaborate on contracts while on the go. This feature should support mobile workflows,

Provision for a Contract Management Solution

ensuring that contract management tasks can be completed efficiently and securely from any location, enhancing flexibility and responsiveness.

5. PROPOSAL REQUIREMENTS

The proposal should include (but is not limited to):

A. Solution Overview: A comprehensive overview of the proposed Contract Management Solution, including core features, capabilities, and technologies used to support the full contract lifecycle.

B. Implementation Plan: A detailed project plan outlining the implementation process, including timelines, key milestones, and any resources required.

C. Pricing and Cost Structure: A clear breakdown of the pricing model, including all upfront, ongoing, and any additional fees associated with the solution.

D. Vendor Experience and References: Information on the vendor's experience and track record in delivering similar solutions, with references or case studies from previous clients.

E. Additional Services and Features: Details of any additional services or optional features included in the solution, such as customization options, integrations, or advanced analytics.

6. SERVICE LEVEL AGREEMENT (SLA)

The vendor shall adhere to the following Service Level Agreement (SLA) to ensure optimal performance, availability, and support.

1. System Availability

- **Uptime Guarantee:** The system shall maintain a minimum uptime of **99.95%** on a monthly basis, excluding scheduled maintenance.
- **Measurement and Reporting:** Uptime is calculated as the percentage of time that the system is fully functional and accessible within the scheduled service hours.
- **Penalties for Non-Compliance:** Failure to meet the uptime requirement will incur service credits, to be defined based on the severity and frequency of downtime.

2. Support and Response Times

The vendor shall provide dedicated support with the following response times based on the issue severity level:

Severity Level	Definition	Initial Response Time	Resolution Time
Critical (P1)	Major system failure or outage impacting all users and core functionality	15 minutes	4 hours
High (P2)	Significant functionality loss affecting a large number of users or critical operations	1 hour	8 hours
Medium (P3)	Minor system issues that affect some users or non-critical functions	4 hours	24 hours

Provision for a Contract Management Solution

Low (P4)	Minor issues or inquiries that do not impact the overall system performance	24 hours	3 business days
-----------------	---	----------	-----------------

- **Support Availability:** Support shall be available **24/7** for critical issues and **during business hours** for non-critical issues.
- **Escalation Procedures:** Clear escalation processes shall be in place, ensuring critical issues receive priority handling and rapid resolution.

3. Scheduled Maintenance

- **Maintenance Windows:** Routine maintenance shall be scheduled during off-peak hours, with prior notification to SriLankan Airlines at least **5 business days** in advance.
- **Emergency Maintenance:** In the event of an urgent need for maintenance, the vendor shall notify SriLankan Airlines as early as possible and outline the anticipated impact.

4. Data Backup and Recovery

- **Data Backup Frequency:** All data shall be backed up at least **daily** to ensure data integrity and availability.
- **Data Retention and Recovery Time Objective (RTO):** Backups shall be retained for a minimum of **30 days**, and in the event of data loss, recovery shall be completed within **4 hours**.
- **Disaster Recovery:** The vendor shall implement disaster recovery protocols to restore full functionality within **24 hours** in case of a major system failure.

5. Security and Compliance

- **Data Encryption:** All data, both in transit and at rest, shall be encrypted with industry-standard protocols
- **Access Control and Authentication:** The system shall support multi-factor authentication (MFA) and role-based access controls (RBAC) to secure access.
- **Compliance:** The vendor shall ensure compliance with relevant data protection regulations and provide evidence of security audits on request.
- **Incident Response:** In the event of a data breach or security incident, the vendor shall notify SriLankan Airlines within **1 hour** and provide regular updates on incident handling and remediation.

6. Performance Monitoring and Reporting

- **Performance Reports:** The vendor shall provide monthly performance reports covering uptime, response times, and any incidents.
- **SLA Review:** The SLA will be reviewed monthly to ensure alignment with SriLankan Airlines' evolving requirements and service quality expectations.

7. Service Credits

- **Service Credits for Non-Compliance:** If the vendor fails to meet the agreed SLA standards for uptime, support response times, or data recovery, SriLankan Airlines will be entitled to

Provision for a Contract Management Solution

service credits. The specific credit amounts will be agreed upon during contract negotiation and will vary based on the extent of non-compliance.

7. EVALUATION CRITERIA

The vendor will be evaluated based on their response to the requirements outlined above, including the following:

1. Solution Ability to Meet RFP Requirements and Functionality:

- The proposed solution's ability to meet the detailed requirements specified in this RFP.
- Customization options and flexibility to accommodate future needs or changes in requirements.
- **Integration Capability:** Ability of the solution to integrate with existing systems, Active Directory, e-signature solution, or other relevant enterprise applications.
- **AI/ML Features (Optional)** The presence of artificial intelligence or machine learning capabilities (if applicable) for automation, classification, and contract clause identification.

2. Vendor Experience and Track Record:

- The vendor's experience and proven track record in delivering similar solutions, particularly for large-scale organizations in the airline or other regulated industries. Preference will be given to vendors who can demonstrate the number of contracts managed and scenarios handled for such organizations.
- Client references and case studies demonstrating successful implementations of comparable solutions.
- **Market Reputation:** The vendor's reputation within the industry, including any awards or certifications.

3. Implementation Plan and Timeline:

- The proposed timeline for deployment, including key milestones and deliverables.
- A clear, step-by-step implementation plan, including any anticipated risks and mitigation strategies.
- **Resource Allocation:** The vendor's proposed implementation team and their expertise, including any subcontractors or partners involved.
- **Post-Implementation Support:** Strategy for ongoing support post-implementation, including troubleshooting and system optimization.

4. Support, Maintenance, and Training Services:

- Proposed support and maintenance services, including availability, response times, and escalation procedures.
- Provision for user training, onboarding, and ongoing training resources.
- **Service Level Agreements (SLAs):** Detailed SLAs for support and maintenance, specifying response and resolution times.
- **User Self-Support Tools:** Availability of self-service options, such as knowledge bases, FAQs, or automated help features.

5. Security and Compliance:

Provision for a Contract Management Solution

- Adherence to data security, privacy, and compliance standards (e.g., encryption, data retention policies, GDPR).
 - Measures for secure access, data protection, and user authentication (e.g., Two-Factor Authentication, role-based access control).
 - **Disaster Recovery and Business Continuity:** Vendor's disaster recovery plan and the solution's ability to support business continuity in case of a crisis.
 - **Regulatory Compliance:** Alignment with relevant local and international regulations, such as aviation, financial, and data privacy laws.
6. **Total Cost of Ownership (TCO) and Pricing:**
- Total Cost of Ownership (TCO), including all upfront costs, licensing fees, and maintenance costs for up to 100 users.
 - Clear breakdown of the proposed pricing structure and any additional costs, such as for optional features, storage, or third-party integrations.
 - **Cost Flexibility:** The vendor's ability to offer flexible pricing options, such as tiered pricing based on usage or contract length.
7. **Scalability and Future-Readiness:**
- Solution's scalability to accommodate potential growth in users, contract volume, or features.
 - Vendor's commitment to updates, enhancements, and technological advancements to keep the solution up-to-date.
 - **Cloud Infrastructure & Availability:** If SaaS, assess the vendor's cloud infrastructure, uptime guarantees, and redundancy measures for system availability.
8. **Ease of Use and User Experience:**
- Solution's user interface, intuitiveness, and ease of use for various user roles.
 - Availability of a demo, trial version, or prototype to assess usability and fit as per the response to this bid.
 - **User Feedback:** The vendor's approach to incorporating user feedback and continuous improvement in user experience.
9. **Vendor Support for Innovation and Customization:**
- The vendor's ability to support and implement customizations and innovations requested by the organization during the term of the contract.
 - **Innovative Features:** Evidence of the vendor's ability to innovate or provide unique features (e.g., AI-driven contract analysis, automated risk assessments).
10. **Customer Success and References:**
- Vendor's customer success program, including ongoing customer engagement and proactive account management.
 - Feedback from previous clients, particularly those in similar industries, to assess the vendor's long-term reliability and support quality.
11. **Trial Period or Proof of Concept (PoC):**
- Availability of a trial period or Proof of Concept (PoC) to evaluate the solution's practical applicability within the organization's environment.

Provision for a Contract Management Solution

- **PoC Success Criteria:** Clearly defined success criteria for the PoC to ensure the solution meets requirements before full deployment.

8. INFORMATION SECURITY AND DATA PROTECTION

#	• Check List	Compliance Yes No	Remarks
1	Privacy Policies		
1.1	The Service Provider shall comply with the obligations under the EU General Data Protection Regulation (GDPR) as morefully set out in [https://gdpr.eu/tag/gdpr/] in relation to any Personal Data of customers, employees, and the 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		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
	level of security commensurate with the risks associated with the Processing.		
2	Security Governance		
2.1	The Solution and the Service Provider should be certified with the 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 a 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 the SriLankan Information Security team as required.		
3	Security Risk and Compliance		
3.1	The Service Provider shall perform Information Security risk assessments periodically and maintain a register of security risks related to the provision of its services to SriLankan and the 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.		
3.3	The Service Provider shall notify SriLankan Airlines where the sub-contractor is engaged to provide services and shall ensure that the subcontractor also abides by this policy.		
3.4	The Service Provider shall abide by the contractual agreements put in place with respect to SriLankan Airlines requirements which includes but is not limited to data ownership and intellectual property rights.		
3.5	The Service Provider agreed that SriLankan Airlines may perform a periodic assessment of the Service Provider's publicly visible security posture where necessary and the results will be, 3.5.1. 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. 3.5.2. Considered in the future engagement with the SriLankan Airlines.		
4	Personnel and Physical Security		
4.1	The Service Provider shall implement all applicable physical and environmental security controls to		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
	provide adequate protection to SriLankan information & information systems.		
4.2	The Service Provider shall maintain a formal employee separation process which includes but is not limited to revocation of access, return of assets, and 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, and de-provision user and service accounts. Periodic access review reports shall be submitted to SriLankan.		
5.4	The Service Provider shall implement and operate a 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, and 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 a 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		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
	security patches in a 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 ensures 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 a request basis.		
7	Data Security		
7.1	The Service Provider shall design, implement, and operate adequate security controls to protect the confidentiality, integrity, and availability of SriLankan data and/or information in accordance with the classification levels (As mentioned at the end of the document).		
7.2	Security controls for adequate protection shall include but not be limited to access control, cryptography, data backups, Data Loss Prevention, Digital Rights Management, and 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 the Right to Information Act, No. 12 of 2016.		
8	Backups		
8.1	Scheduled data backups should be available within the solution and the backup retention period should be 12 years for all SriLankan/service-related data.		
9	Authentication & Password Compliance		
9.1	The Solution should be capable of integrating with Microsoft Active Directory or The Service Provider shall use Role Based Access and workflow		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
	Approvals (Segregation of Duties) within the solution. The Service Provider shall apply the following minimum of the Password Policy rules within 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 the last successful login, and any failed login attempts to the 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 Service 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 (The following values are expected minimum, and this is subject to change based on the criticality of the solution)		
13.1	Availability - 99.95% or higher		
13.2	Recovery Time Objective - 1 hour or less		
13.3	Recovery Point Objective - 1 hour or less		
14	Right to Audit & Monitor		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
14.1	The Service Provider shall agree that the 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	In the event that the Solution and/or Service Provider(s) handle payment card information, the Solution and/or Service Provider(s) should be compliant with PCI DSS (Payment Card Industry Data Security Standard) standard and the certification should be up to date.		
15.4	Solution and/or Service Provider(s) shall comply with acts, regulations, circulars, and guidelines related to eLaws and policies of the 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 assessments 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 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		

Provision for a Contract Management Solution

#	• Check List	Compliance Yes No	Remarks
18.1	The Service Provider 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.		

Information Classification Matrix

Classification Level: Public

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

Access Restriction: Information is available to the public

Classification Level: Internal use

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

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

Classification Level: Restricted

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

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

Classification Level: Confidential

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

Access Restriction: Information is available only to individuals in SriLankan Airlines