

STANDARD BIDDING DOCUMENT INTERNATIONAL COMPETITIVE BIDDING

INVITATION FOR SUBMISSION OF BIDS FOR THE PROVISIONING OF A COMMON USER PASSENGER PROCESSING SYSTEM FOR SRILANKAN AIRLINES

IFB REFERENCE NO: CPIT/ICB 03/2019

SRILANKAN AIRLINES LIMITED COMMERCIAL PROCUREEMNT DEPARTMENT (IT PROCUREMENT) AIRLINE CENTRE, BANDARANAIKE INTERNATIONAL AIRPORT, KATUNAYAKE,

SRI LANKA.

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Dear Sir/Madam,

IFB NO: CPIT/ICB 03/2019

INVITATION FOR BIDS FOR THE PROVISIONING OF A COMMON USER PASSENGER PROCESSING SYSTEM (CUPPS) FOR SRILANKA AIRLINES.

SriLankan Airlines hereby invites tenders for the Provisioning of a Common User Passenger Processing System for SriLankan Airlines. The bid document is attached herewith.

Bid should be submitted in a **sealed envelope** with the IFB number clearly marked on the top left corner of each envelope addressed to **Senior Manager Commercial Procurement**, **SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake**, **Sri Lanka** by 11.00 a.m. (Sri Lankan time: GMT +0530) on 15th October 2019.

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 sarath.jayathunga@srilankan.com

Any inquiry/clarification about the Tender should be e-mailed <u>to</u> sampath.sudasinghe@srilankan.com and <u>sarath.jayathunga@srilankan.com</u> to reach on or before 16th September 2019.

Bids will be opened at 11.15 a.m. (Sri Lankan time: GMT +0530) on 15th October 2019 at SriLankan Airlines Ltd, Airline Centre, BIA, Katunayake, Sri Lanka. Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

SENIOR MANAGER COMMERCIAL PROCUREMENT SRILANKAN AIRLINES LTD

BID ACKNOWLEDGEMENT FORM

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

IFB NO: CPIT/ICB 03/2019

INVITATION FOR BIDS FOR THE PROVISIONING OF A COMMON USER PASSENGER PROCESSING SYSTEM (CUPPS) FOR SRILANKAN AIRLINES.

Download of youris hereby acknowledged

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

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Signed	:
Title	:
Company	:
Date	:

Section I. Instructions to Bidders (ITB)

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

General

1. Scope of Bid

- 1.1.SriLankan Airlines issues these Bidding Documents for a Provisioning of a Common User Passenger Processing System for 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.

2. Ethics, Fraud and Corruption

- 2.1. The attention of the bidders is drawn to the following guide lines 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 inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 2.2. SriLankan Airlines requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

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

3. Eligible Bidders

- 3.1 All bidders shall possess legal rights to supply the services under this contract.
- 3.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or
 - (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
- 3.3 A Bidder that is under a declaration of ineligibility by the National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPC, <u>www.nprocom.gov.lk</u>

4. Eligible Goods and Related Services

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

Contents of Bidding Documents

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consists of all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 7.
 - Invitation for Bids
 - Bid Acknowledgement Form
 - Section I Instructions to Bidders (ITB)
 - Section II Bidding Data Sheet (BDS)
 - Section III Evaluation and Qualification Criteria
 - Section IV Bidding Forms
 - Section V Schedule of Requirements
 - Section VI Technical/ General Specifications & Compliance Sheet
 - Section VII Draft Contract and Performance Security
- 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 no later than ten (10) days prior to the deadline for submission of bids. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

Preparation of Bids

8. Cost of Bidding

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

9. Language of Bid

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

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 11,13 and 14;
 - (b) Bid 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 There will be ONLY ONE ROUND of bidding. However, SriLankan Airlines reserves the right to negotiate with the lowest evaluated, substantially responsive Bidder(s).
- 13.2 The Bidder shall indicate on the Price Schedule (Annex B) the unit prices of the goods/services it proposes to supply under the Contract.
- 13.3 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 13.4 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award more than one Contract shall specify the applicable price reduction separately.
- 13.5 Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
 - (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
 - (I) However, VAT shall not be included in the price but shall be indicated separately;
 - (ii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
 - (iii) the price of other incidental services
- 13.6 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.
- 13.7 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 in Sri Lanka Rupees.

15. Documents Establishing the Eligibility of the Bidder

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

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

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods confirm to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 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, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17. Documents Establishing the Qualifications of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SriLankan Airlines' satisfaction:
 - (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) and, that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid until the date **specified in the BDS.** A bid valid for a shorter date shall be rejected by SriLankan Airlines as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid 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 Bidsecuring Declaration form included in 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 from, except as provided in 1TS Sub-Clause 24.1 or
 - (b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TS Sub-Clause 27.1
 - (c) If the successful Bidder fails to :
 - (i) Sign the contract in accordance security with 1TB Sub-Clause 40;
 - (ii) Furnish a performance Security in accordance with 1TB Clause 41;

20. Format and Signing of Bid

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

Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by post/ courier or by hand.
 - (a) Bidders submitting bids by post/ courier or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelope as "ORIGINAL" and "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
 - (b) Completed Technical (un-priced) and Financial (priced) proposal should be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 03/2019 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope.

- (c) The bidder shall submit the proposals for the following two financial options separately in the price schedule forms attached at Annex B-I & B-II.
 - 1) Financial Option I Fully Managed Service model including Installation, Commissioning, Warranty, and Maintenance with end to end Support services for 5 years through a Service Level Agreement (SLA). Price schedule form attached at Annex B-1.
 - 2) Financial Option II Outright purchase model including Installation, Commissioning, Warranty, and Maintenance with end to end Support services for 5 years through a Service Level Agreement (SLA). Price Schedule form attached at Annex B-II.

The bidders have the option to submit their proposal either for both options or for a Single option. Sri Lankan Airlines has the sole authority to select the most responsive option based on the proposals submitted by the Bidders.

- 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, 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 From 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 request by SriLankan Airlines shall not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SriLankan Airlines in the Evaluation of the bids, in accordance with ITB Clause 29.

28. Responsiveness of Bids

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

29. Non-conformities, Errors, and Omissions

- 29.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:
 - (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SriLankan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

30. Preliminary Examination of Bids

- 30.1 SriLankan Airlines shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.
- 30.2 SriLankan Airlines shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 11;
 - (c) Bid Security Declaration in accordance with ITB Clause 19.

31. Examination of terms and Conditions; Technical Evaluation

- 31.1 SriLankan Airlines shall examine the Bid submitted to confirm that all terms and conditions specified in schedule of requirement have been accepted by the Bidder without any material deviation or reservation.
- 31.2 SriLankan Airlines shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16, to confirm that all requirements specified in section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, SriLankan Airlines determines that the Bid is not substantially responsive in accordance with ITB Clause 28, SriLankan Airlines shall reject the Bid.

32. Conversion to Single Currency (if applicable)

32.1 For evaluation and comparison proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed at the date of closing of bids as published by the Central Bank of Sri Lanka.

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 Sub-Clause 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.

34. Comparison of Bids

34.1 SriLankan Airlines shall compare all substantially responsive bids to determine the lowestevaluated bid, in accordance with ITB Clause 33. SriLankan Airlines reserves rights to negotiate with the lowest evaluated Bidder(s), in the unlikely event of tie, even after negotiation with the lowest Bidder(s), SriLankan Airlines reserves rights to request the tied Bidders to jointly supply, giving preference to the lower quoted Bidder

35. Post qualification of the Bidder

- 35.1 SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 35.3 After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 34.1, SriLankan Airlines shall carry out the post-qualification of the Bidder in accordance with post qualification of the Bidder, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.
 - (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): Audited financial statements for the last 03 years

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): Partnership Agreement or such other relevant documents. Current clientele for the similar services offered with reference letters and reference contacts.

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

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

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

37. Award Criteria

Award of

Contract

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

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 twenty five percent (25%) 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, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex. H.
- 41.2 Failure of the successful Bidder to submit the above mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid- Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The name and identification number of the Contract are - Provisioning of
	a Common User Passenger Processing System for SriLankan Airlines.
	(IFB No. CPIT/ICB 03/2019)
	B. Contents of Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only:
	SriLankan Airlines contact details
	Mailing address: SriLankan Airlines Limited Commercial Procurement Department (IT Procurement) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
	Tel : +94 (0) 197332666
	Fax : +94 (0) 197335218
	E-mail : sarath.jayathunga@srilankan.com
	sampath.sudasinghe@srilankan.com
	C. Preparation of Bids
ITB 10.1 (e)	The Bidder shall submit the following additional documents: 1. Company profile 2. Statement of compliance - Section VI - Annex D
	3. Clientele Information Form - Section VI - Annex G
ITB 11.1 (e)	The Bidder shall fill and submit the following <u>Compulsory Forms</u> in Section IV.
	 Bid Submission Form - Section IV Annex A Price Schedule - Section IV Annex B (B-I,B-II,B-III) Bid Securing Declaration - Section IV - Annex C
ITB 18.1	The bid shall be valid for 180 from the bid closing date.
ITB 19.1	Bid shall include Bid Security Declaration using the form included in Section IV - Annex C.

	D. Submission and Opening of Bids
ITB 21.2(c)	The inner and outer envelopes shall bear the following identification marks: - Provisioning of a Common User Passenger Processing System for SriLankan Airlines. IFB No. CPIT/ICB 03/2019
ITB 22.1	For bid submission purposes, SriLankan Airlines' address is: Attention : Senior Manager Commercial Procurement Address : Commercial Procurement Department, SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.
	 The following details of the bidder who wishes to hand deliver bids or participate for bid opening should be submitted to the e-mail address : sampath.sudasinghe@srilankan.com one day in advance to arrange security clearance: Company Name : Name/NIC No of the participants : (Maximum 02 participants) Driver's Name /NIC No (if any) : Details of the vehicle (if any): Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.
	The deadline for the submission of bids is: Date : 15 th October 2019 Time: 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
ITB 25.1	The bid opening shall take place at: Address: SriLankan Airlines ltd, Airline Centre, BIA, Katunayake, Sri Lanka Date: 15 th October 2019 Time: 11.15 a.m. Sri Lankan time (GMT +5:30 Time Zone)
	E. Evaluation and Comparison of Bids
ITB 33.4	The following factors and methodology will be used for evaluation: Minimum Eligibility Criteria and Evaluation criteria stipulated in Section III.

Section III. Evaluation and Qualification Criteria

Minimum Eligibility Criteria

- I. Assessment of Customer feedback (2 on-going users) on the CUPPS system implemented at international airports and subsequent maintenance & support.
- II. All above systems should be operational during last twelve (12) months
- III. The Supplier must have a minimum of 08 Common Use Self Service (CUSS) kiosks installed in an International airport (minimum 05) environment with support for at least of 03 CUSS certified applications.
- IV. The Supplier must have been in the business of providing centralized global support center services utilizing ITIL trained service personnel on a twenty-four (24) hours /seven (7) days per week basis. The support center must provide, as a minimum, full incident management, remote monitoring, server / network management and second level support
- V. Compliance with ISO/IEC 27001:2013, PCI DSS, Data retention policies, GDPR and other applicable legislative and regulatory requirement

Evaluation Criteria

- I. Assessment of Customer feedback (3 on-going users) on the CUPPS system implemented at international airports on implementation and maintenance support.
- II. Past experience in CUPPS systems implemented at International airports similar or bigger deployment to BIA
- III. Assessment and evaluation of the business proposals submitted (Point-by-point compliance sheet) by each Supplier.
- IV. Assessment of Product Demonstration by each vendor to show the system capabilities, product architecture, integration capabilities and comprehensive Support & Service levels.
- V. Competitive pricing and payment terms
- VI. Total final cost of the project for 5 years period
- VII. Performance better than specified
- VIII. Compliance for all major requirements under this RFP
- IX. Comprehensive UAT plan and test cases
- X. Implementation lead time 03 months or better
- XI. Customer feedback will be analyze in relation to 2 on-going customers on similar system implemented at enterprise level (Local or international)
- XII. On-site demonstration & site visits to verify specifications & performance.
- XIII. Technical competencies of the staff supporting the system and availability of the required equipment and facilities for 5 years
- XIV. Integration with existing systems (Ex: Microsoft Office 365/Security Solutions) already deployed at SriLankan Airlines
- XV. Having ISO implemented operational procedures & Service Management System and with ITIL best practices in similar services.

Section IV. Bidding Forms

Table of Forms

Bid Submission Form - Annex A	Page 23
Price Schedule/Rate Sheet - Annex B (B-I, B-II, B-III)	Page 25
Bid Security Declaration Form - Annex C	Page 32

Section IV - Annex A

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

Bid Submission Form

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

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

No: [insert number of bidding process]

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:[insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services.
- (c) The total price of our Bid without VAT, including any discounts offered for 05 years is: [insert the total bid price in words and figures];
 - 1) Financial Option I Fully Managed Service model for a period of 5 years: [insert the total bid price in words and figures];
 - 2) Financial Option II Outright purchase model for a period of 5 years: insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered for 05 years is: [insert the total bid price in words and figures];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;

- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted 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 person whose name and capacity are shown]

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

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

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

Dated on _____ day of _____ , ____ [insert the date of signing

Section IV - Annex. B-I: Price Schedule Form for Option I Reference No: CPIT/ICB 03/2019

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Proposals for Provisioning of a Common User Passenger Processing System for SriLankan Airlines. Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support services for 5 years through a Service Level Agreement (SLA).

Name of the Bidder

Name of the Principal •

Name of the Manufacturer

Line Item Nº	Description	Brand/Model	Unit of Measure	Qty	Rental Cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Section VI						
1.1	Implementation cost (if applicable)						
1.2	Acquisition cost (if applicable)						
1,3	License cost (if applicable)						
1.4	Integration cost with other systems (If relevant)						
1.5	Project management cost						
1,6	Scoping study (if applicable)						
1.7	Product Customization (if applicable)						
1,8	Data migration						
1.9	Training						
1.10	Any other requirements - Please specify						
	Total cost for the Solution for 5 years						
2	Hardware requirements to provision the solution with warranty, maintenance & support for 5 years						
2.1	Servers		Each				
2.2	Fire Walls		Each				
2.3	Core Switches		Each				
2.4	Access Switches		Each				
2.5	Back-up Devices		Each				

Line Item Nº	Description	Brand/Model	Unit of Measure	Qty	Rental Cost per month	Total rental cost for 60 months	Remarks
2.6	Legacy Gate Ways		Each				
2.7	Monitoring Stations		Each				
2.8	KVM Switches		Each				
2,9	42U Server Racks		Each				
2.110	Any other requirements - Please specify						
	Total cost of Hardware requirements to provision the solution with warranty, maintenance & support for 5 years						
3.	End User Devices with warranty, maintenance & support for 5 years						
3.1	Work stations		Each	218			
3.2	Boarding Pass Printers		Each	120			
3.3	Bag Tag Printers		Each	120			
3.4	OCR Reader Keyboard		Each	162			
3.5	DCP		Each	53			
3.6	Boarding Gate Reader		Each	46			
3.7	Bar Code Readers		Each	100			
3.8	KIOSK		Each	08			
3.9	Any other requirements - Please specify						
	Total cost of End User Devices with warranty, maintenance & support for 5 years						
4.	Variable/Recurrent charges						
4.1	System usage fee (if applicable)		Monthly	60			
4.2	Hosting charges (if applicable)		Monthly	60			
4.3	Communication charges (if relevant)		Monthly	60			
4.4	Any other requirements - Please specify		Monthly	60			
	Total variable recurrent cost for 5 years						
	All-inclusive total project cost for 5 years						

Payment terms - Quarterly in arrears over the 5 year period with 45 days Credit form the Invoice date.- Please confirm.

Advance payment is <u>not</u> acceptable. 45 days credit from the date of invoice

Note : Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) since no further price negotiations will be carried out and your BAFO will be considered as the final price for evaluation.

dity:	
urity: Yes/ No (to be attached with Technical bid)	
entation lead time:	
le locations for inspection of the proposed solution/service	•••••
of payment :	
tails :	
ffice :	
Name :	
of Agreement :years commencing fromuntil Price shall be fixed for the Term of the Agreement	
[signature of person signing the Bid] [designation of person signing the Bid with frank]	
[insert date]	

Section IV - Annex. B-II: Price Schedule Form for Option II Reference No: CPIT/ICB 03/2019 Proposals for **Provisioning of a Common User Passenger Processing System for SriLankan Airlines.**

Outright purchase model including Installation, Commissioning, Warranty, Maintenance with end to end Support services for 5 years through a Service Level Agreement (SLA).

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item Nº	Description	Brand/Mod el	Unit of Measure	Qty	Unit Price	Total price	Remarks
1	Cost of the Solution which covers the mandatory Technical requirements at Section VI						
1.1	Implementation cost						
1.2	Acquisition cost (if applicable)						
1,3	License cost (if applicable)						
1.4	Integration cost with other systems (If relevant)						
1.5	Project management cost						
1,6	Scoping study (if applicable)						
1.7	Product Customization (if applicable)						
1,8	Data migration						
1.9	Training						
1.10	Any other requirements - Please specify						
	Total one-time cost of the solution						
	Backend Hardware requirements to provision						
2	the solution with warranty, maintenance &						
	support for 3 years						
2.1	Servers (Minimum Requirement)		Each	03			
2.2	Fire Walls (Minimum Requirement)		Each	03			
2.3	Core Switches (Minimum Requirement)		Each	03			Bidder to decide on the
2.4	Access Switches (Minimum Requirement)		Each	03			Quantity based on the
2.5	Back-up Devices (Minimum Requirement)		Each	03			proposed solution.
2.6	Legacy Gate Ways (Minimum Requirement)		Each	02			
2.7	Monitoring Stations (Minimum Requirement)		Each	02			

Line Item Nº	Description	Brand/Mod el	Unit of Measure	Qty	Unit Price	Total price	Remarks
2.8	KVM Switches (Minimum Requirement)		Each	02			Bidder to decide on the
2.9	42U Server Racks (Minimum Requirement)		Each	03			Quantity based on the
2.110	Any other requirements - Please specify						proposed solution.
	Total cost of Hardware requirements to provision						
	the solution with warranty, maintenance \mathfrak{A}						
	support for 3 years End User Devices with warranty, maintenance &						
3.	support for 3 years						
3.1	Work stations		Each	218			
3.2	Boarding Pass Printers		Each	120			
3.3	Bag Tag Printers		Each	120			
3.4	OCR Reader Keyboard		Each	162			
3.5	DCP		Each	53			
3.6	Boarding Gate Reader		Each	46			
3.7	Bar Code Readers		Each	100			
3.8	KIOSK		Each	08			
3.9	Any other requirements - Please specify						
	Total cost of End User Devices with warranty, maintenance & support for 3 years						
			Unit of measure	Qty	Cost per month	Total cost	Remarks
4.	Variable/Recurrent charges						
4.1	System usage fee (if applicable)		Monthly	60			
4.2	Hosting charges (if applicable)		Monthly	60			
4.3	Communication charges (if relevant)		Monthly	60			
4.4	Any other requirements - Please specify		Monthly	60			
5	Maintenance & Support						
5.1	Maintenance & Support of the system through a Service Level Agreement for the 1 st 3 years to meet the service levels stated in the Bid document		Monthly	36			
5.2	Warranty, Maintenance & Support Cost for 4th year		Monthly	12			

Line Item N°	Description	Brand/Mod el	Unit of Measure	Qty	Unit Price	Total price	Remarks
5,3	Warranty, Maintenance & Support Cost for 5th year		Monthly	12			
	Total variable recurrent cost for 5 years						
	All-inclusive total project cost for 5 years						

Payment terms - with 45 days Credit form the Invoice date.

- a) Hardware/Equipment : 40% on successful delivery & 60% on successful installation, commissioning & UAT acceptance of the System
- b) Installation & Commissioning : on successful installation, commissioning & acceptance of the System
- c) Variable/recurrent charges, Maintenance Support & other charges : Quarterly in arrears

Advance payment is not acceptable. 45 days credit from the date of invoice

Note: Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) since no further price negotiations will be carried out and your BAFO will be considered as the final price for evaluation.

......[designation of person signing the Bid with frank] Date[insert dat

Section IV - Annex. B-III - Price Schedule for Travel & Incidental Expenses Invitation for Submission of Bids for Provisioning of a Common User Passenger Processing System for SriLankan Airlines. Reference No: CPIT/ICB 03/2019

Refer schedule for the Travel and incidental expenses related to project implementation, training, support & maintenance within the 5 year contract period as stipulated under clause V in Section V - General Conditions of the RFP documents (This requirement is applicable for Overseas Bidders) A) Air tickets - provided Free of Charge by SriLankan Airlines only to & from the destinations operated by SriLankan Airlines

Purpose of visit		Point of Travel		Number of	Number of	Total number	Total number of Air
	Origin	Destination	Return	personnel	visits	of visits	tickets for 05 years
1. Implementation		CMB					
2. Training		СМВ					
3. Maintenance & Support			•	-			
3.1.1 st year		СМВ					
3.2. 2 nd year		CMB					
3.3. 3 rd year		CMB					
3.4. 4 th year		CMB					
3.5. 5 th year		CMB					
4. Any other requirements (Please specify)		СМВ					

B) Incidental expenses - All-inclusive per day rate which include Hotel accommodation per-diem/meals/ ground transportation/ communication & all other related expense

Purpose of visit	Number of personnel	Number of visit days	Total number of days	All-inclusive per day rate	Total amount for 05 years
1. Implementation					
2. Training					
3. Maintenance & Support					
3.1.1 st year					
3.2. 2 nd year					
3.3. 3 rd year					
3.4. 4 th year					
3.5. 5 th year					
4. Any other requirements (Please specify)					

Section IV - Annex C

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

Bid-Securing Declaration

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

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

*Name of contract -- [insert name]

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

To: SriLankan Airlines Limited. We, the undersigned, declare that:

- 1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
- 2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Commission of Sri Lanka, for the period of time of years starting on the latest date set for closing of bids of this bid, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract 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]

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
1	Common User Passenger Processing				
	System				
1.1	Project Implementation				
1,3	Licenses				
1.4	Integration			-	
1.5	Project Management			-	
1,6	Scoping study			-	
1.7	Product Customization			-	
1,8	Data migration			-	
1.9	Training			-	
2	Hardware			-	
2.1	Servers			-	
2.2	Fire Walls				
2.3	Core Switches			-	
2.4	Access Switches				
2.5	Back-up Devices			-	
	Legacy Gate Ways			-	
	Monitoring Stations			·	Based on project
	KVM Switches			IT division of SLA	implementation time
2,9	42U Server Racks				lines
3.	End User Devices			-	
3.1	Work stations			-	
	Boarding Pass Printers			-	
				-	
3.3	Bag Tag Printers				
3.4	OCR Reader Keyboard			-	
3.5	DCP			-	
3.6	Boarding Gate Reader				
	Bar Code Readers			-	
3.8	кіоѕк				
4.	Variable/Recurrent charges			-	
4.1	System usage fee			-	
4.2	Hosting charges			-	
4.3	Communication charges				

Section V - Schedule of Requirements

Section VI - Technical/General Specifications & Compliance Sheet

Name of the Bidder	:
Name of the Principal	:
Name of the Manufacturer	:
Brand	:
Model	:

This document contains confidential and proprietary information belonging to SriLankan airlines Limited and may not wholly or partially be copied to a data retrieval system, disclosed to third parties or used for any purpose other than that for which it was supplied without written approval authority of SriLankan Airlines Limited.

1. INTRODUCTION

1.1 PURPOSE

SriLankan Airlines Limited, (hereafter, SLAL) as the sole ground handling company at BIA & MRIA is soliciting proposals from interested suppliers for the design, supply, installation ,commission and maintenance support of a Common Use Passenger Processing Systems (System) at following airports in Sri Lanka:

- Bandaranayake International Airport, Katunayake, Sri Lanka (hereafter BIA)
- Mattala Rajapaksa International Airport, Mattala, Sri Lanka (hereafter MRIA)

The purpose of this document is to provide the business and technical requirements specific to BIA & MRIA and to identify and select an industry standard high-quality solution which could provide dynamic and optimal process and functionalities to maximize the benefits for all operating airlines.

Suppliers interested in submitting proposals to provide such solutions are required to follow the recommended guidelines and instructions contained in this Request for Proposals (RFP). In the event it becomes necessary to revise any part of this RFP, revisions will be provided by addendum.

1.2 DESCRIPTION

The main objective and the goal is to enhance the current Common Use Terminal Equipment (CUTE) system by replacing and implementing the CUPPS standard solution to handle ever increasing passenger & airline requirements in compliance with IATA recommended Practice.

1.3 OBJECCTIVE

Key Objectives

- CUSS/CUPPS compliance system to most current revision of IATA RP 1797 standard to enable multiple airlines, service providers, or other users to share physical check-in or gate positions simultaneously or consecutively at BIA and MRIA.
- Seamless integration of all airlines Departure Control Systems to new CUSS/CUPPS operating platform at BIA & MRIA.
- Highly reliable, robust system to serve all airlines with no downtime.
- Common graphical user environment for all CUPPS workstations where all user logins are secured with authentications.
- Readiness for IATA Resolution 753.

1.4 BACKGROUND

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

The airline's hub is at Bandaranaike International Airport in Colombo, providing convenient connections to its global route network of 104 destinations in 48 countries and operates one of the most modern fleets in the region. SriLankan use many state-of-the-art technology solutions for day to day planning and operations.

SLAL business activities are heavily dependent on its IT infrastructure. Therefore, security and continuous operability of its applications, networks, desktops and peripherals are key requirements of business continuity. As such, seamless integration of CUPPS systems plays an important role with effective management of infrastructure & network, safeguarding all aspects of security of corporate data and network.

SLAL is the present CUTE owner and sole ground handler at BIA and MRIA Airports. SLAL first installed the CUTE check-in system at BIA in year 2002 & extended the service to MRIA in 2013.

Current host connectivity provider for all airlines is SITA. Airline host connectivity is out the scope of this RFP. However CUPPS provider needs to implement the solution with current service provider on a seamless traffic handover.

AIRPORT	BIA	MRIA
TERMINAL	INT'L	INT'L/DOM
CHECK-IN COUNTER W/S	72	12
CONTROLLER COUNTER W/S	8	-
SPECIAL COUNTER W/S	2	-
TRANSIT COUNTER W/S	6	1

Present CUTE system configuration at each airports as at Jan. 2018.

BOARDING GATE W/S	30	8
WEIGHT & BALANCE W/S	15	1
BAGGAGE DEPARTURE W/S	2	-
BAGGAGE ARRIVAL W/S	2	-
BACK OFFICE (PCU) W/S	4	1
SELF CHECK-IN CUSS KIOSK	8	-
TRAINNING FACILITY W/S	29	-
LOUNGE W/S	5	-
Airlines Flying to the airport	28	3
Approx. Flight departures per day	90	2
Operational hours	24/7	
		365 Days

Table 1.1

List of airlines which are currently operating at BIA/MRIA. The number of airlines are continuously increasing due to commercial agreements with airlines.

List of Airlines as of Jan 2018.

Airport	Airline Name	Airline Code	Connection Type	Airport	Airline Name	Airline Code	Connection Type
	Air Arabia	G9	IP EXPRESS		Malindo Air		IP EXPRESS
	Air Asia Berhad	AK	APH	-	Oman Air	WY	APH
	Air China	СА	IP EXPRESS	-	Qatar Airways	QR	APH
	Air India	Al	APH	-	Royal Flight	RL	
BIA	Austrian Airlines	OS	IP EXPRESS	DIA	Saudi Arabian Airlines	sv	IP EXPRESS
DIA	Azur Air	ZF	IP EXPRESS	BIA	Silkair	MI	IP EXPRESS
	Cathay Pacific	СХ	APH		Singapore Airlines	SQ	IP EXPRESS
	China Eastern	MU	IP EXPRESS	-	SpiceJet	SG	APH
	Dutch Airlines	KL			SriLankan Airlines	UL	IP EXPRESS
	Emirates	EK	IP EXPRESS		Sriwijaya Air	SJ	
	Ethihad Airways	EY	APH		Thai Airways	TG	IP EXPRESS

Fly Dubai	FZ	APCN		Thomson Airways	BY	IP EXPRESS
Gulf Air	GF			Travel Service Polska	3Z	
Himalaya Airlines	H9	IP EXPRESS		Turkish Airlines	ТК	APCN
China Southern	CZ			IndiGo	6E	
Jet Airways	9W	IPVPN		Ukraine International	PS	IP EXPRESS
Korean Airways	KE	IP EXPRESS		Fly Dubai	FZ	APCN
Kuwait Airways	KU	APCN	MRIA	SriLankan Airlines	UL	IP EXPRESS
Malaysian Airlines	МН	IP EXPRESS		Sriwijaya Air	SJ	IP EXPRESS

Table 1.2

2. Business Requirement

2.1 OVERVIEW

"Common Use" for the purposes of this document means that carriers will be capable of using the same systems at any particular position whether simultaneously or consecutively at different times without having to reload operating systems or software.

The system shall be designed to be accessed via a common graphical user environment from CUPPS workstations and/or remote web-based terminals must be CUPPS Compliant to most current revision of IATA RP 1797 Standard. All CUPPS components that shall integrate seamlessly to a stable and flexible system. A Proven solutions shall be deployed to minimize problems and maximize a positive airport experience. Design shall allow SLAL to participate in dialogue as to optimize the solution. System design shall optimize existing space and resources and allow for modular growth and flexibility

- 2.1.1 CUPPS Base Components this base submission component shall comprise all the required components for typical CUPPS operation.
- 2.1.2 Common Use Self Service (CUSS) Kiosks this base submission component shall comprise all the required components as specified in this RFP.
- 2.1.3 Vision The complete CUPPS system must convey a high-tech expression that is reflective of a modern airport.
- 2.1.4 Affordability Every component must be optimized for cost effectiveness. Upgrades shall be performed for hardware and/or software free of cost during the contractual period.
- 2.1.5 Flexibility Responsiveness and adaptability to changing services and user requirements must be accommodated in each system design, including modularity.
- 2.1.6 Functionality Every component must be selected for optimum performance throughout for the contractual period, particularly in the provision of infrastructure.
- 2.1.7 Airport Operations The airport activities must not be interrupted during the delivery of the CUPPS Systems. Careful consideration must therefore be given to sustaining the normal operations at all times by 24x7.
- 2.1.8 Safety and Security Safety and security are of paramount importance and responsibility for ensuring this environment must be assured by every participant in the delivery of the project.

- 2.1.9 Partnering The CUPPS Supplier shall be expected to enhance this concept at every opportunity so as to achieve optimum results with the SLAL users, operational staff, third party technical advisors, and other trade contractors, authorities having jurisdiction, program and project managers.
- 2.1.10 Professionalism The CUPPS Supplier shall be required to deliver professional services in the delivery of the CUPPS system, in accordance with the Statement of Work developed jointly with SLAL during the negotiation period.
- 2.1.11 Adhere to Policies and Procedure The CUPPS Supplier shall be expected to serve the best interests of SLAL and to respect SLAL policies and procedures. This however shall not limit the CUPPS Supplier from suggesting improvements in these policies and procedures relative to the new system and operations.

2.2 CUPPS SUPPLIER MINIMUM REQUIREMENTS

- 2.2.1 The Supplier must currently be able to provide a CUPPS CTE certified solution that is installed in a production environment.
- 2.2.2 The Supplier must have been in the business of installing, maintaining and operating similar common use passenger processing systems at minimum five (05) international airports operating more than twenty (20) international airlines during last five (05) years. Installed base should be more than 50 common use workstations
- 2.2.3 All above systems should be operational during last twelve (12) months
- 2.2.4 The Supplier must have a minimum of 08 Common Use Self Service (CUSS) kiosks installed in an International airports (*minimum 05*) environment with support for at least of 03 CUSS certified applications.
- 2.2.5 The Supplier must have been in the business of providing centralized global support center services utilizing ITIL trained service personnel on a twenty-four (24) hours /seven (7) days per week basis. The support center must provide, as a minimum, full incident management, remote monitoring, server / network management and second level support

2.3 DESIGN CRITERIA

In the design and development of the CUPPS components, below fundamental goals shall be realized to ensure the quality and effectiveness of the CUPPS solution.

- 2.3.1 Functionality The solution must exhibit and provide functions that satisfy stated and implied needs
- 2.3.2 Maintainability The solution must be such as to facilitate minimum effort needed in the future to make modifications.
- 2.3.3 Expandability The solution must facilitate growth commensurate with demand.
- 2.3.4 Efficiency The solution must exhibit favorable relationship between the level of performance and the amount of resources used to achieve it under stated and implied conditions.
- 2.3.5 Usability The solution must facilitate reasonable effort needed for use by a stated or implied set of users.
- 2.3.6 Security (Data privacy) The solution shall be inherently secure and robust to safeguard unauthorized use of its resources, as well as prevent it from being a vehicle for intrusion to the underlying network infrastructure.
- 2.3.7 Stability The solution shall be robust as a whole, and all components shall be demonstrated to have a proven track record of stable interoperability with other components as applicable.

- 2.3.8 Fault tolerance The solution shall be designed such as to withstand for single failure of any of its critical core components. CUPPS Supplier is expected to propose a robust and redundant system.
- 2.3.9 Maturity The solution shall be demonstrated to be in wide deployment and have feature set indicative of the supplier's understanding of airline and airport operations. This shall be documented by means of client references (implemented within last 3 years) airport with location, year of deployment, CUPPS version, number of workstation etc.
- 2.3.10 Adaptability The solution shall be able to adapt to changing operational environment, such as change of network services, hardware upgrades, replacement and others.
- 2.3.11 Conformance The solution shall conform to all appropriate industry standards, including but not limited to those listed in this RFP.

2.4 CUPPS SERVICES

2.4.1 CUPPS SUPPLIERS RESPONSIBILITIES and ROLES

The purpose of the CUPPS procurement project is to retain an organization that shall be responsible for the delivery of a CUPPS complete system. This shall include the provision of staff responsible for all aspects of management, technical detailing of systems, delivery, and integration. The CUPPS Supplier shall be responsible for:

- 2.4.1.1 CUPPS system design and implementation.
- 2.4.1.2 Ensuring interoperability of all CUPPS components as specified in this document.
- 2.4.1.3 Support at each CUPPS workstation for the third party airline applications.
- 2.4.1.4 Establishing and/or confirmation of detailed system requirements as mentioned in RFP.
- 2.4.1.5 Coordinating with the airlines for requirements in order to establish connectivity and communications with the host systems & existing WAN service providers.
- 2.4.1.6 Coordinating with the airlines and SLAL for all decommissioning activities.
- 2.4.1.7 Management of subcontractors, system providers and manufacturers during supply and implementation.
- 2.4.1.8 Co-ordination of commissioning, testing, and verification activities including factory acceptance tests and site acceptance tests.
- 2.4.1.9 All certification costs for hardware, operating system, CUPPS platform and any software, whether the CUPPS supplier or air carriers', shall be the responsibility of the CUPPS supplier.
- 2.4.1.10 Submission of Design, development and documentation of all CUPPS integrated components.
- 2.4.1.11 Continuous performance review and risk assessment.
- 2.4.1.12 Proactive monitoring and meet the agreed service levels.
- 2.4.1.13 Complete project management including, planning, initiation, executing and control including providing a scheduled & weekly progress reports. (The project should be published in the SLAL project management office with the help of SLAL project manager assigned for this project)
- 2.4.1.14 All staging, commissioning, testing, verification (*UAT*) activities and post cutover support until the acceptance signed-off by SLAL.
- 2.4.1.15 The role of the CUPPS Supplier will be to design, install and commission a complete CUPPS solution for SLAL and post commissioning maintain of the system in accordance with agreed service standards, including operational and billing reports. The work will include the supply of all necessary equipment, materials plus the provision of all necessary integration requirements to allow these components to operate in a seamless CUPPS environment.

2.4.1.16 The CUPPS Supplier's role will include establishing detailed system requirements, development of any interfaces including documentation, and management of subcontractors (if any), system integration providers and suppliers during implementation (if any).

2.5 CUPPS SYSTEM FUNCTIONAL SPECIFICATION:

The CUPPS system shall be designed such as not to require any modifications to the carriers' existing suite of applications. All applications and functions of the CUPPS workstation shall be available to authorized users without rebooting the workstation. The CUPPS solution shall comply with the latest revision of IATA RP 1797.

- 2.5.1 FUNCTIONAL REQUIRMENTS (Mandatory):
- 2.5.1.1 The system shall provide access to the airlines' host system applications. Authorized users shall be able to access typical, and industry common host applications such as Airline Departure Control System (DCS), Weight & Balance, Reservations, Boarding Application, Baggage Reconciliation System.
- 2.5.1.2 The user interface shall be a graphical, windowed environment, and shall provide a common look and feel for all CUPPS applications. Authorized users shall have the ability to select applications for execution (i.e. airline terminal emulator, DCS).
- 2.5.1.3 The CUPPS system shall provide two (02) monitoring station to monitor individual workstations, Servers, network devices, Host connectivity & critical services of the CUPPS system.
- 2.5.1.4 A billing model to be proposed with solution where monthly billing reports should be able to generate for checked-in passengers for each airline. Different Tariff model for each airline should be configurable. The SLAL at its discretion is subject to change the billing model.
- 2.5.1.5 The CUPPS system shall capable of generating operational usage reports including but not limited to:
 - a. Each recorded user session
 - b. Usage for each workstation regardless of user
 - c. Total usage for each user regardless of workstation
 - d. Total usage for each user at each workstation
- 2.5.1.6 Controlled browser interface to access dedicated VISA verification sites
- 2.5.2 FUNCTIONAL REQUIRMENTS (Optional):
- 2.5.2.1 A complete Local Departure Control System (LDCS) shall be proposed that provides automated check-in and departure control for non-hosted airlines, charters and irregular flight operations.
- 2.5.2.2 Supplier shall propose a retrofit baggage drop solution with two step process where, step 1: passenger print boarding pass and bag tag at CUSS and step 2: passenger drop the baggage at Self Bag Drop point. This will be used as a common bag drop for all online/Self checked-in passengers for all airlines operating at BIA.
- 2.5.2.3 The CUPPS Supplier shall propose mobility based solution with the mobile unit (hand held) and the associated peripherals are operated & carried without inconvenience to the airport check-in agent's normal operation & free movement. The proposed solution should be designed with the functionality to print a boarding pass in real-time from the airlines' same DCS host application using mobile peripheral devices (e.g. wireless printers or Bluetooth based printers) which shall be attached to the same wireless/mobility based terminal that is proposed.

- 2.5.2.4 A solution to monitor individual check-in agents' performance & efficiency.
- 2.5.2.5 Mobile Check-in Counter solution that work with Wi-Fi/4G enable with BTP & BPP facilities along with weighing scale

2.5.3 AUDITS:

The CUPPS system will be able to record statistical usage data. Each transaction shall be time/date stamped along with CUPPS user that executed the transaction. The system shall be capable of providing a wide range of reports including usage. In the event where the CUPPS system is used to create fall-back baggage tags on the Local DCS due to DCS connectivity failure, every even that occurs within the system shall be recorded together with further details such as the ID, time, location and action being performed. This audit trail is especially useful when investigating after-the-event situations since combined with advanced searching and filtering options. It shall not be possible for users to overwrite or remove data from the system to ensure absolute integrity of this audit trail.

This information shall be stored and shall be available for remote interrogation upon proper authentication. During the early stages, and in close consultation with SLAL, the CUPPS Supplier shall prepare a detailed audit policy and administration plan.

2.5.4 SUPPORT AGREEMENT:

Supplier shall engage with SLAL for support agreement for five (05) years period commencing from user acceptance (UAT).

2.6 CUPPS LICENCE

- 2.6.1 CUPPS license shall be based on number of Active Workstations. Operator logged-in and actively engaging with application/s considered as "Active Workstation".
- 2.6.2 CUPPS solution to be licensed (Concurrent) for minimum of 100 Active Workstations.

2.7 BAGGAGE MESSAGING BROKER SERVICE

2.7.1 FUNCTIONAL REQUIRMENTS (Mandatory):

- 2.7.1.1 Currently SLAL is using SITA bag message as the messaging broker service as part of the CUTE agreement. Therefore supplier should be able to provide a solution with your proposal.
- 2.7.1.2 Currently ULTRA bag message is in place at BIA and there may be a change in the product in time to come. As such the brokering service should be able to support any standard BRS system operational at international airports globally.
- 2.7.1.3 The system shall provide facility to send/ receive BSMs/ BPMs to/from Baggage Reconciliation System (BRS)
- 2.7.1.4 Type B messaging is not accepted for the transactions of BSMs/ BPMs

2.8 USER/AGENT TRAINING:

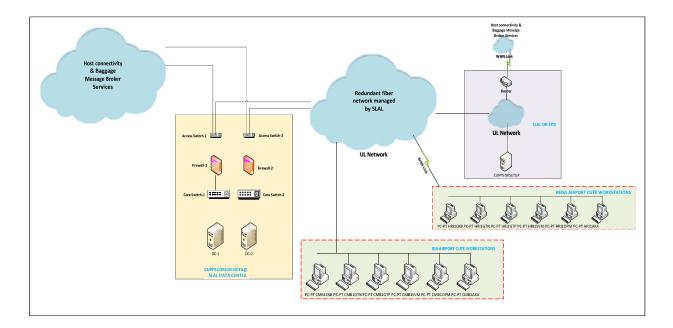
- **2.8.1** A comprehensive user training to be provided at least for 32 SLAL staff locally. The training mechanism is train the trainer.
- **2.8.2** All training material and documentation to be provided, one (01) month before the training start.

2.9 PROJECT IMPLEMENTATION:

- 2.9.1 Project should be fully completed in 3 months of time after the confirmation from SLAL.
- 2.9.2 Please submit the proposed project plan to meet above 2.8.1. Any proposal without the project plan will be rejected.
- 2.9.3 The supplier should agree for a penalty of USD 500 per day if project is not completed on time.
- 2.9.4 A dedicated project manager is required on site during the project period.
- 2.9.5 Supplier should clearly indicate how the operations to be moved to the new system without effecting the current operations. Not possible to have full down time to the current system without effecting the day to day operations. As such an effective migration plan to be proposed and considered vital in the evaluation criteria.

3. TECHNICAL REQUIRMENT

3.1 CURRENT SET UP



- The SLAL IT date center is the main core room to install all devices of current CUPPS infrastructure supporting both BIA and MRIA. Disaster Recovery (DR) center contains CUPPS services to ensure smooth operations in case of primary site service unavailability.
- DR center deployed with single instances of devices capability support full operations of the services.
- CUPPS core room at SLAL data center connected through redundant fibre network to ensure highest service availability. Access speed is 100 Mbps for the CUPPS workstations extended over CAT5/CAT6 cabling network managed by SLAL IT.
- BIA airport CUPPS network is supported on SLAL local area network (LAN) which is managed 24x7 by SLAL IT teams. CUPPS services for MRIA Airport extended over wide area network (WAN) which is managed 24x7 by SLAL IT teams.
- Baggage reconciliation system (BRS) is a considered as an independent system where SLAL IT team is totally managed through their principal supplier.

- Airlines connected through the existing host connectivity provider through TCP/IP networks as well as any Legacy (MATIP) connections.
- DCS connectivity is obtained by respective airlines through the existing WAN service provider.
- SLAL shall provide centralized UPS power & cooling for the equipment and data center floor space position racks.

3.2 SOLUTION DETAILS

3.2.1 GENERAL

- 3.2.1.1 All airlines applications (Annex. F) currently operational at BIA and MRIA should be seamlessly migrated to new platform without any modifications to the applications.
- 3.2.1.2 The system shall include the legacy airline protocols by using the MATIP gateways to perform the necessary protocol handling.
- 3.2.1.3 All hardware to be branded products and in use at CUPPS environment at an international airports.
- 3.2.1.4 System to be available with resources to support Year-on-Year growth of 20%.
- 3.2.1.5 The System will be a Commercial off-the-shelf (COTS) product and will be based on open architectures. However, customization to meet the end user requirements based on the operational requirements is allowed, but not preferred.
- 3.2.1.6 User privileges on all computers shall be centrally managed through a central directory solution and common settings to be managed through group policies.
- 3.2.1.7 The System shall operate under the Microsoft Windows series operating system at both client and server ends.
- 3.2.1.8 Any equipment or software used within the solution to be covered with the required licensing terms defined by the principle. Any breach in license terms or intellectual property rights by any means to be addressed at suppliers cost.
- 3.2.1.9 All devices to be updated with contemporary security solution to address emerging security threats.
- 3.2.1.10 Deployment of patches, updates, bug fixes released by respective principle to address existing vulnerabilities to be addressed centrally. Details to be provided on the tools and processes followed by the supplier.
- 3.2.1.11 No Servers/Clusters shall be provisioned (whether hosted or shared) on a WAN Network so as to eliminate dependency on a WAN network for functioning of all CUPPS Systems/Services at SLAL.
- 3.2.1.12 The System will provide an open architecture platform that allows interfaces to be developed with other IT systems to be installed throughout the life cycle of the airport.
- 3.2.1.13 The System shall provide with comprehensive maintenance and configuration management tools including support for remote system management.
- 3.2.1.14 The CUPPS platform must be able to support comprehensive real time statistics that shall be automatically captured for workstation occupancy time and number of documents printed and CUSS kiosk transactions on an airline-by-airline basis.
- 3.2.1.15 A list of all resources which will be used for the proposed solution including details of technical specifications of equipment product catalogues and any software versions & releases to be provide

3.2.2 CORE INFRASTRUCUTRE

Core infrastructure include all the hardware, software and licenses other than end user devices located in centralized core room.

3.2.2.1 SERVERS

3.2.2.1.1	The hardware design shall incorporate duplicated hardware to ensure that
	there is no single point of failure. This shall ensure uninterrupted CUPPS
	operation in an event of single failure. Any proposal without such
	redundancies will be rejected.
2 2 2 1 2	All the hardware products should be energy star compliant and all

- 3.2.2.1.2 All the hardware products should be energy star compliant and all relevant details should be provided. Moreover, the supplier should consider monthly power consumption with 60% of loading for each machine.
- 3.2.2.1.3 The total processor performance shall be delivered such that the total processor utilization under maximum expected load shall not exceed 50%.
 3.2.2.1.4 Supplier shall provide the sufficient racks along with the accessories to
- mount the equipment and unused slots to be covered using blank panels.
- 3.2.2.1.5 Physical Servers should comply with the following minimum configurations:

Physical CPU	4 Cores (2 Physical CPUs Minimum)
RAM	64GB DDR4
HDD	2x900GB 6G 10K SAS with at least 4 additional expansion slots
Network/Connecti vity	4-Port 1Gb Ethernet Card(s) (Copper interface)
Other configuration	As per default hardware configuration (Array Controllers,
Power	Dual power supply with UK - 3 pin - 220-240V / 50/60Hz

- 3.2.2.1.6 Servers should comply with the RAID5 or above configuration that support multiple disk failures and auto recovery to meet the required service levels.
- 3.2.2.1.7 A keyboard-video-mouse (KVM) switch to be provided allowing to connect multiple servers to a single monitor, keyboard and mouse.
- 3.2.2.1.8 All devices should be in Enterprise class from industry leading products recognized by independent parties such as Gartner, NSS Labs etc.
- 3.2.2.1.9 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.2.1.10 Hardware monitoring system should be provided by the supplier or integrated to the current monitoring system. HP Systems Insight Manager (SIM) is currently in place.
- 3.2.2.1.11 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.

3.2.2.2 OTHER ACCESSORIES

- 3.2.2.2.1 All other core room accessories should be clearly mentioned
- 3.2.2.2.2 All the accessories should be provided with sufficient redundancies
- 3.2.2.3 Support to be available to all the accessories during the agreement period and covered by the SLA

3.2.3 CLIENT END INFRASTRUCUTRE

Client end equipment are the devices used at the Check-in counters and boarding gates where Agents will be directly interacted with the solution.

SriLankan Airlines has sole discretion to purchase the Client End Infrastructure in full or partly with the solution or directly through the Original Equipment Manufacturers (OEM)/Certified Partners.

- 3.2.3.1 WORKSTATIONS
- 3.2.3.1.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.1.2 All devices should be in Enterprise class from industry leading products.
- 3.2.3.1.3 All peripherals to be from a single principle.
- 3.2.3.1.4 All the hardware products should be energy star compliant and all relevant details should be provided.
- 3.2.3.1.5 All Equipment shall be brand new, latest stable version and should have local support and spares parts availability.
- 3.2.3.1.6 The total processor performance shall be delivered such that the total
- 3.2.3.1.7 Processor utilization under nominal maximum expected load shall not exceed 50% of the capacity.
- 3.2.3.1.8 Workstations should comply with the following minimum configurations:

CPU	Minimum Core i5 quad core processor with 3.0 GHz or similar
Memory	Minimum 6 GB
Hard Disk	Minimum 500 GB
USB/Serial/Parallel	Sufficient quantities to support the quantity and types of proposed peripheral devices.
Network	10/100/1000 Mbps Ethernet with Auto-Negotiation capability
Display	19" Non-Wide Screen
Software	Anti-virus software
Optional	Wi-Fi capability as an upgrade to be quoted separately.
Power	Single power supply with UK - 3 pin - 220-240V / 50/60Hz

Max. dimensions (SFF)	34.0 x 38.0 x 10 cm
Max. Weight (kg)	8.0

- 3.2.3.1.9 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.1.10 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.1.11 SLAL will have the right to purchase workstations from some other supplier. Please indicate all the compatible and tested models which will work with the proposed system
- 3.2.3.1.12 At least 50% of the backup pool to be maintain at any time and any faulty machine to be replaced in maximum of 48 hrs. There will be an additional penalty imposed if failed to maintain the backup pool.
- 3.2.3.2 AUTOMATED TICKETING AND BOARDING PASS PRINTER (ATB)
- 3.2.3.2.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.2.2 Printer should comply with the following minimum configurations:

Paper Stock	airline-specific and generic paper stock
Printing	Direct Thermal
Print Resolution	Minimum 203 dpi (8 dots/mm)
Printing	Print/encode time should be less than five (5) seconds
Feeder	Both front and rear coupon feeding
Coupon Sizes	8", 7" and 3/8" coupons to be support
Dimensions (W x D x H)	Maximum 5.5" x 6" x 9"
Weight	Maximum 2.5 Kg
Accessories	Coupon Stacker required
Compliance	 IATA Resolutions 792 AEA Technical Specifications for ATB
Communication	Two-way communications between the host and the printer
Airline Logos	Down-line loaded airline logos in PCX or PROM format
Power	Single power supply with UK - 3 pin - 220-240V / 50/60Hz

- 3.2.3.2.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.2.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.2.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.
- 3.2.3.3 BAG-TAG PRINTER (BTP)
- 3.2.3.3.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.3.2 Printer should comply with the following minimum configurations:

Paper Stock	 IATA recommended practice 1740a paper stock. Both fan-fold and roll paper stock
Printing	Direct Thermal
Print Resolution	Minimum 203 dpi
Printing	Minimum Print speed of three (3) inches per second
Dimensions (W x D x H)	Maximum 5.5" x 18" x 9" including the paper roll stack
Weight	Maximum 2.5 Kg
Accessories	Paper roll stack required
Compliance	 IATA Resolutions 740 Barcodes must be compliant with industry standard Bar codes 128,39,2 of 5, Int 2 of 5 and 2-D (PDF417) AEA Technical Specifications
Options	Ready for RFID tag programming facility
Power	Single power supply with UK - 3 pin - 220-240V / 50/60Hz

- 3.2.3.3.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.3.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately guoted.
- 3.2.3.3.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.

3.2.3.4 DOCUMENT PRINTER (DCP)

- 3.2.3.4.1 Device should be well tested and certified for trouble free operation in an international airport.
 - Technology Dot Matrix 3" to 10" width paper Paper Paper Feeds Minimum two (2) paper feeds Ribbon Life Minimum 3 million characters Minimum 200 million characters Printer Head Life Print Resolution Minimum 203 dpi Maximum 191 H / 438 W / 375 D mm **Dimensions** Maximum 7.5 Kg Weight Power Single power supply with UK - 3 pin -220-240V / 50/60Hz
- 3.2.3.4.2 Printer should comply with the following minimum configurations:

- 3.2.3.4.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.4.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.4.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and maintenance mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.

3.2.3.5 BOARDING GATE READER (BGR)

- 3.2.3.5.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.5.2 Reader should comply with the following minimum configurations:

Technology	Interact with workstations using AEA PECTAB concept
Scanning	any BCBP coupon or mobile BP should
	be read within one (1) second
Barcodes	Ability to read 128, 39, 2 of 5, Int 2 of
	5, and 2-D (PDF417, QR Code, Data
	Matrix, Aztec)
	,,
Barcode Recognition	Both printed paper and mobile display
Scanned Notification	Audible sound
Dimensions	Maximum 193 L / 150 W / 70 H mm
Compliance	- IATA Resolution 792
	- AEA Technical Specifications
Power	Single power supply with UK - 3 pin -
	220-240V / 50/60Hz

- 3.2.3.5.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.5.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.5.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.
- 3.2.3.6 BAR CODE SCANNER (BCR)
- 3.2.3.6.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.6.2 Scanner should comply with the following minimum configurations:

Scanning	CCD imaging capability
Barcodes	Ability to read Interleaved 2 of 5, Industrial code 2 of 5, Industrial code 3

	of 9, Aztec, Data Matrix, 1D, 2D, QR, PDF 4717 etc.
Barcode Recognition	Both printed paper and mobile display
Scanned Notification	Audible sound
Туре	Hand held with Stand
Dimensions	Maximum 193 L / 150 W / 70 H mm
Compliance	 IATA Resolution 792 AEA Technical Specifications
Power	Single power supply with UK - 3 pin - 220-240V / 50/60Hz

- 3.2.3.6.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.6.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.6.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.
- 3.2.3.7 OCR READER KEYBOARD
- 3.2.3.7.1 Device should be well tested and certified for trouble free operation in an international airport.
- 3.2.3.7.2 Keyboard should comply with the following minimum configurations:

Layout	English (QWERTY)					
Functions	MSR, OCR & Touch Pad facility					
Touch Pad Position	At the upper right corner with Two mouse buttons					
Colour	Black with white markings					
Scanning	Bi directional reading					
Magnetic Strip Reader (MSR)	 Must read ATB documents, credit cards, frequent flyer cards, employee travel cards Read at least three (3) tracks Must meet ISO 3554/2894 					

Passport and OCR Reader (OCR)	 Must read all OCR passport types Must support character set ISO 8859-1 Latin 1 MTBF must be at least 100,000 operation hours First read rate must be at least 95%
Dimensions	Maximum 225 W 380 L 64 H mm

- 3.2.3.7.3 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.7.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.7.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.
- 3.2.3.8 COMMOM USE SELF SERVICE (CUSS) KIOSK
- 3.2.3.8.1 Device should at least six (6) months of trouble free operation in an international airport
- 3.2.3.8.2 Existing CUSS Application versions 1.3 or 1.4 should be seamlessly migrated to new devices without any modification to application.
- 3.2.3.8.3 CUSS should comply with the following minimum configurations:

CPU	Minimum Core i5 quad core processor with 3.0 GHz or similar
Memory	Minimum 6 GB
Hard Disk	Minimum 500 GB
USB/Serial/Parallel	Sufficient quantities to support the quantity and types of proposed peripheral devices.
Network	10/100/1000 Mbps Ethernet with Auto-Negotiation capability
Display	21" Touch screen monitor
UPS	Individual UPS to be included with minimum of 10 Minutes of operational capability without input power

Functions	 Boarding Pass Printer 					
	- Bag Tag Printer					
	- Barcode Reader					
	 Full Page Passport Reader 					
	 Magnetic and IC Card Reader 					
	 Passenger identification 					
	through OCR, MSR, PPR (BCR)					
Accessories	Lockable Steel enclosure required to					
	install the CUSS equipment					
Optional	Wi-Fi capability as an upgrade to be					
	quoted separately.					
Device	Cingle newer events with LUC 2 nin					
Power	Single power supply with UK - 3 pin -					
	220-240V / 50/60Hz					
2 nd Display (Optional)	20" active Overhead display					

- 3.2.3.8.4 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.8.5 If there is no local agent with spare parts depot for the proposed product, the vendor can maintain a buffer stock at SLAL premises with recommended spare parts sufficient to meet SLA. Necessary training and documentation should be provided to SLAL technical staff to carryout first and second level maintenance. A repair and return mechanism to be proposed for the third level support to be carried out at manufactures premises. Any transportation charges to be borne by the vendor.
- 3.2.3.9 NETWORK
- 3.2.3.9.1 The hardware design shall incorporate duplicated hardware to ensure that there is no single point of failure. This shall ensure uninterrupted CUPPS operation in an event of single failure.
- 3.2.3.9.2 All devices should be in Enterprise class from industry leading products recognized by independent parties such as Gartner, NSS Labs etc.
- 3.2.3.9.3 Switches should comply with the following minimum configurations:

Device Redundancy	Stackable switches self-managing and self- configuring, when switches are added or removed.
Performance	Min 150 Gbps with wire speed non-blocking performance
Operation	Uninterrupted Performance at Layer 2 and Layer 3 with both IPV4 & IPV6 support
Routing	OSPF and BGP support
Security	Access Control Lists, authentication, port- level security, DHCP snooping. VLAN with 802.1Q

First Hop Redundancy Protocol	Hot Standby Router Protocol (HSRP) support
Power	Dual power supply with UK 3 pin 220-240V / 50/60Hz

- 3.2.3.9.4 All Accessories required (eg: cables, mounting brackets, cable ties, screws etc) for the installation and commissioning of the equipment to be included as part of the proposal.
- 3.2.3.9.5 The existing & new airlines shall provide the routers/gateways required for airline host connectivity through links by using Wide Area Network (WAN) service provider/s. The respective coordination & installations should be done by the CUPPS Supplier who will be selected in the bidding process with no additional cost to SLAL. [Refer Table 1.2]
- 3.2.3.9.6 Local Area Network (LAN) and Wireless local network in the two airports in scope will be provided by the SLAL and Supplier will be using the existing network. If any additional requirements and/or any alterations for the existing network to be mentioned as part of the proposal.
- 3.2.3.9.7 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.9.8 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.9.9 SLAL network team should be provided with access for the devices.
- 3.2.3.9.10 SLAL network team has the right to audit and review the configurations deployed in the devices. All the network configuration shall comply with SLAL awarded certifications such as ISO27001, ISO20000 etc. Standard software tools may be used in time to time while these audits are carried out.
- 3.2.3.10 SECURITY

3.2.3.10.1 The hardware design shall incorporate duplicated hardware to ensure that there is no single point of failure. This shall ensure uninterrupted connectivity.

- 3.2.3.10.2 Devices should be in Enterprise class from industry leading products recognized by independent parties such as Gartner, NSS Labs etc.
- 3.2.3.10.3 All the network configuration shall comply with SLAL awarded certifications such as ISO27001, ISO20000 etc and only permitted traffic to be allowed from/to CUPPS system. Standard software tools may be used in time to time while these audits are carried out.
- 3.2.3.10.4 Firewall should comply with the following minimum configurations:

High Availability	Active/Active
Memory	Minimum 6 GB
Connections per second	Minimum 5,000
Firewall Throughput	Minimum 1,000 Mbps
Firewall Connections	Minimum 200,000
Power	Single power supply with UK - 3 pin - 220-240V / 50/60Hz

- 3.2.3.10.5 SLAL network team should be provided with access for the devices.
- 3.2.3.10.6 SLAL network team has the right to audit and review the configurations deployed in the devices.
- 3.2.3.10.7 Local authorized partner or principle manages spares depot should be available in Sri Lanka for the quoted product & brand to obtain warranty and after sales support.
- 3.2.3.10.8 Equipment should be covered with 3 year comprehensive warranty and further 2 years extended warranty. Cost for the extended warranty should be separately quoted.
- 3.2.3.11 CONFIGURATION BACKUP
- 3.2.3.11.1 The System shall provide a robust servers and appliances configuration backup facility. Backup should be able to be performed on ad-hoc and schedule basis.
- 3.2.3.11.2 Configuration backups of the Primary side to be replicated to DR site and vice versa to recoverability of the configurations in case of Disaster situation.
- 3.2.3.11.3 Following backup schedule and retention to be maintained:

Backup Schedule	Retention	Туре
Daily	7 Days	Incremental
Weekly	4 Weeks	Full
Monthly	3 years	Full

- 3.2.4 PERFORMANCE REQUIREMENTS
- 3.2.4.1 System switchovers between main and stand-by servers shall be less than 1 minutes with no effect on current logged in systems.
- 3.2.4.2 Cold System restart (*Workstation*) shall be operated in less than 3 minutes.
- 3.2.4.3 The System under maximum load conditions shall also meet the following spare capacity requirements: minimum 30% spare CPU time and spare memory capacity measured on individual processor basis. However this should meet the expected expansion capability as given in clause 3.2.1.4. In an event supplier failed to meet the performance standards required to upgrade the systems without any cost to SLAL.
- 3.2.4.4 In case of Disaster, DR site to be activated within 2 hours.
- 3.2.4.5 Workstation station log-in time for airline specific domain should be less than 10 seconds.
- 3.2.4.6 Airline specific applications to be loaded within 10 seconds after entering the login credentials.
- 3.2.5 <u>SOFTWARE</u>
- 3.2.5.1 All software provided, including operating systems, shall be the latest stable version available at the time of project award and are installed with the latest patches available. The CUPPS supplier shall provide proper patch management solution for all systems/applications and if any versions no longer supports are upgrade or replaced.
- 3.2.5.2 The software licenses shall be valid for the entire contract period.
- 3.2.5.3 All software updates and upgrades should be entitle free of cost within the contract period.
- 3.2.5.4 All software should be enterprise grade and complied with licensing terms defined by its principle.
- 3.2.5.5 CUPPS supplier shall do any number of Host application upgrade/update with in the contract period.

4 DISASTER RECOVERY SITE

- 4.2 DR site is operated away from the main Data Center and connected through internal fibre network.
- 4.3 Currently IPVPN connection to SriLankan Airline DCS system (Amadeus) is available at the DR site. However whenever other airlines in need of DR connectivity to be incorporated to the system free of charge. These connections will be standard DCS connectivity.
- 4.4 Identical setup of core infrastructure <u>without</u> device redundancy to be deployed at Disaster Recovery site.
- 4.5 Automatic failover within 60 seconds without impact to the system is essential during a DR situation.
- 4.6 Regular DR drills to be carried out by the service provider to meet SLAL Business Continuity needs.
- 4.7 DR Site Equipment List should be as per the BOQ equipment list (Section 7.2)

5 TECHNICAL TRAINING

- 5.2 Supplier shall include System Administration level training for two (2) nos of SriLankan Airlines engineers at a Principle Certified Training Center at suppliers cost. All costs related to training to be factored but not limited to course fees, training materials, exam fees, air fare, food, accommodation, hotel transfers etc.
- 5.3 The Supplier shall employ qualified and experienced trainers using the most effective and efficient training techniques to conduct the training.
- 5.4 English language is mandatory for the instruction and training modules. The Supplier shall provide one complete set of training documents to each trainee at least one (1) month prior to the commencement of the training course.
- 5.5 The Supplier shall provide on-site training for Maintenance Technicians to support day to day operations of the system issues along with the relevant technical guides. Duration of the training should be minimum of 2 days and all the technical aspects to be covered.

6 PROOF OF CONCEPT (POC)

- 6.2 Supplier shall provide the site visit to where supplier's best practices implemented international airport with similar solution suggested to this RFP for minimum of 02 user for the product demonstration at suppliers cost including air fare, accommodation, food, hotel transfers etc.
- 6.3 During the visit supplier should demonstrate all the functionalities of the solution for quoted this RFP.
- 6.4 Supplier shall provide the test cases for proof the functionality of system's capabilities alone with the proposal. SLAL has the authority to request to modifications prior to the POC process.
- 6.5 If supplier need a pre bid site visit, please make a request from IT Procurement Manager of SLAL.

7 FINAL ACCEPTANCE - USER ACCEPTANCE TEST (UAT)

- 7.2 The Supplier shall design detailed test procedures (*including all airlines listed*) to verify the full compliance of the installed System with RFP requirements and specifications. The test procedures shall be submitted to SLAL for approval one (1) month before commencement of the UAT.
- 7.3 These tests will form part of the acceptance requirements by which the Supplier shall demonstrate to the satisfaction of SLAL that the System installed fulfils the SLAL requirements.

- 7.4 The UAT will be performed on site at SLAL premises on the operational platform. The UAT will be performed by the Supplier in the presence of SLAL and its assigned representatives. SLAL will reserve the right to perform some of the tests during the UAT.
- 7.5 There will be no modification to the system after the beginning of the UAT until all the tests have completed.
- 7.6 The Supplier shall be responsible for incorporate and testing any modification found necessary as a result of the tests. SLAL reserves the right to require any completed test to be re-performed to verify that no adverse effects result from the change.
- 7.7 The Supplier shall also be responsible for updating all impacted documents, including the revised test procedures. The Supplier shall propose a new schedule for the respective tests. Nonetheless, the Supplier shall be responsible to ensure that the project key dates are respected.
- 7.8 There will not be any additional cost of any form for re-performed the tests and making the required modifications to the system and/or documents.
- 7.9 All tests pertaining to the System will be conducted with the minimum interruptions to the airport operations and the operational functions of all existing computer systems. All tests affecting the airport operations and the reliability and availability of the existing computer systems will be scheduled during low traffic period in accordance with the SLAL. The Supplier shall be liable for all damages caused to the reliability and availability of the existing computer systems.
- 7.10 The UAT will be conducted in accordance with the approved test procedures and will be witnessed by SLAL. All test results of the UAT will be properly recorded, documented and made available to SLAL. The System will be deemed to have satisfactorily fulfilled the UAT when all the tests have been completed successfully.
- 7.11 The Supplier shall furnish all the necessary tools and test equipment required to run the UAT in accordance with this section.
- 7.12 Any software or hardware failure, restart or changeover during the UAT will be logged, reported and investigated by the Supplier. The Supplier shall be responsible to determine the cause of any failure and make the necessary modifications to rectify the problems.

8 SUPPORT AND MAINTANANCE

8.2 GENERAL

- 8.1.1 Supplier shall include one (1) on-site engineer working from 8.00 am 5.00 pm Monday to Saturday supporting the proposed solution in this RFP. He/she should be required to be on-call and attend any critical failure of the system after office hours and holidays.
- 8.1.2 On-site engineer is responsible for end-to-end life cycle management of the system including but not limited to new airline application loading, testing applications with airline representatives, upgrading of applications, DR drill performance and coordination etc.
- 8.1.3 24x7 global support center to be available for remote monitoring and support with necessary expertise on the propose product.
- 8.1.4 Core Infrastructure support to be handled by on-site admin and global support center.
- 8.1.5 L1 support will be done by SLAL IT Team. If resolution beyond the scope of L1 support team, it will be escalated to on-site admin appointed by supplier and global support center on L2 & L3 support.
- 8.1.6 The Warranty and Maintenance period will commence from the day of successful UAT and site acceptance by SLAL.

- 8.1.7 During the entire contract period, the hardware and software shall be under maintenance of the Supplier & shall fully comply with all the regulatory compliance, industry best practices at all times.
- 8.1.8 All bug fixes, upgrades, updates related to all components (*platform software*, *Firmware*, *application software etc.*) of the solution to be performed by supplier free of cost during entire contract period.
- 8.1.9 The CUPPS supplier shall responsible for update of airline application on request without any cost to SLAL or airlines.
- 8.1.10 Mandates issued during the contract period by regulatory /compliance bodies such as GOSL, IATA, CAASL and PCIDSS etc. to be implemented by supplier free of cost to SLAL.
- 8.1.11 The Supplier shall submit a Service-Call Report to be sent to the SLAL on monthly basis, indicating the time of call, cause, remedial action taken and the time that the service was restored.
- 8.1.12 Manage and maintain system health using management software and annual health check report to be submitted for SLAL.

8.2 SERVICE LEVELS

- 8.2.1 On-site engineer and 24x7 global support team should be attended promptly for the issues arises
- 8.2.2 Issues arose in configuration backup failures including backup devices to be addressed by supplier on-site engineer or 24x7 global support team.
- 8.2.3 All devices to be updated with latest anti-virus, principle patches to address the vulnerabilities.
- 8.2.4 Following Service Levels applicable for the system:

	Reporting window	Response time	Resolution time
Severity 1	24x7	5 mins	20 mins
(core system malfunction, performance degrade, end user device (workstation, printers, scanners, keyboards, gate readers etc) failure with no temporary workaround)			
Severity 2	24x7	15 mins	40 mins
(core system partial failure with a temporary workaround is available)			
Availability	99.9% meas	sured over a cal	endar month
Change request/New request - Critical	Complete v	vithin 1 day	
(Major business or operational impact if not implemented immediately)			
Change request/New request - Normal	Complete v	vithin 3 days	

- 8.2.5 A service credit scheme should be included in the SLA. Minimum service credit terms shall be,
- 8.2.5.1 US\$ 5,000 per 1% or part of it lower from availability target set in Clause 6.2.2
- 8.2.5.2 US\$ 3,000 per hour or part of it exceeding the resolution target for Severity 1 incidents
- 8.2.5.3 US\$ 2,000 per hour or part of it exceeding the resolution target for Severity 2 incidents.
- 8.2.5.4 For change request and new request targets the service credit terms of Severity 2 incidents is applicable unless mutually agreed by both parties on the duration.
- 8.2.5.5 50 USD per hour, if 50% of backup pool is not maintained
- 8.2.5.6 10 USD per day, for failure to replenished the faulty equipment

9 SUMMARY OF BILL OF QUANTITIES (BOQ)

- 9.1 The Common Use Passenger Processing Systems are based on the deployment in the airports in scope, Supplier will have the chance to survey the existing airports and extract the needed bill of quantities.
- 9.2 Minimum BOQ for core room and DR site equipment are listed below. This shall be decided with the architecture of the proposed solution and to be included in the BOQ submitted along with the proposal. Any other required components of the solution to be included into following BOQ.

	Main Site			DR Site			
Servers	2				1		
Fire Walls	2				1		
Core Switches	2				1		
Access Switches	2				1		
Back-up Devices	1				1		
Legacy Gate Ways	2				-		-
Monitoring Stations	2				-		
KVM Switch	1				1		
42U Server Racks	2				1		

9.3 Following KIOSKs to be quoted as part of the solution.

Area	KIOSK
Check-in	8
On site Back-up	1*

*- Backup KIOSK all active modules <u>except</u> enclosure

Airport	BIA							
Area	WS	BPP	ВТР	OCR READER KEYBOARD	DCP	BGR	BCR	KIOSK
Check-in	85	77	77	77	-		77	8
Gates	30	-	-	30	15	30	-	
Transit	6	6	6	6	2	I	2	
Load Control Office	15	-	-	-	15		-	
Passenger Control Unit (PCU)	4	-	-	-	2		-	
Lounges	2	2						
Training Facility	29	2	2	4	1	1	1	
Baggage Services	4	-	2	-	-		-	
On site Back-up	15	15	15	20	8	5	5	1*
TOTAL	190	102	102	126	43	36	85	8+1*

9.4 Following are the user end requirement for respective locations (BIA & MRIA) will be provided by SLAL.

Airport		MRIA					
Area	WS	BPP	BTP	OCR READER KEYBOARD	DCP	BGR	BCR
Check-in	12	12	12	12	-		12
Gates	8	-	-	8	4	8	
Transit	1	1	1		1		1
Load Control Office	1	-	-	-	1		-
Passenger Control Unit (PCU)	1	-	-	-	1		-
Lounges	-	-	-	-	-		-
Training Facility	-	-	-	-	-		-
Baggage Services	-	-	-	-	-		-
On site Back-up	5	5	5	5	3	2	2
TOTAL	28	18	18	25	10	10	15

10 OTHER REQUIREMENTS

10.1 CONTENTS OF THE PROPOSAL

Notwithstanding to the general requirements of the RFP, the proposal should contain the following information.

- 10.1.1 Duly completed point-by-point compliance statement for each point mentioned in the RFP. Failing to provide point-by-point compliance for the clauses may subject to rejection of the proposal for evaluation.
- 10.1.2 Detailed network layout schematic with all connectivity requirements along with the proposal. Supplier needs to clearly specify the components and specifications of devices used as part of the solution.
- 10.1.3 General company information, date of incorporation etc.
- 10.1.4 Staff strength, their installation/support (24x7) capabilities and from which countries support is rendered.
- 10.1.5 Brief descriptions about key projects handled (3 international airports).
- 10.1.6 Current clientele for the proposed product & reference sites.
- 10.1.7 Technological Platform and development tools to be used.
- 10.1.8 Comprehensive Time frame for delivering the project.
- 10.1.9 Any value additions provided in the solution
- 10.1.10 Comprehensive Disaster Recovery Plan
- 10.1.11 Post Implementation Plan, Staff Training Programs and user Guides.
- 10.1.12 Comprehensive UAT plan and test cases
- 10.1.13 Duly completed compliance statement at Annex D of the RFP
- 10.1.14 Comprehensive user training/administration and technical training / first level trouble shooting / user manuals on System with adequate documentation.
- 10.1.15 State the standard interfaces available to connect to external systems (*web services*)
- 10.1.16 Product brochures and catalogues are required for pre-assessment.
- 10.1.17 Business Continuity plan with clear goals towards managing the products should be submitted for the evaluation
- 10.2 New features/additional developments to be a block fee/ per day charge.
- 10.3 Proposal should include per device per month Price list which will be valid for entire contract period for additional components.
- 10.4 A statement of compliance to the each and every requirement laid-down in the RFP is given below (Annex. D). In case of non-compliance, an alternative method of realization may be clearly stated with illustrations and explanations justifying the deviation from the specification.
- 10.5 A complete list of HW, SW and license to be laid-down as specified on the Annex. E for each proposed solution.

Annex. D - Statement of compliance

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Annex. E:

Format of BOQ

#	Description	Model	Make	Country of Origin	Year of Mf.	Qty.	License	Warranty period

Annex. F :

AIRLINE	AIRLIN E CODE	CHECK-IN APPLICATION	BOARDING APPLICATION	OTHER APPLICATION
Air Arabia	G9	SFEB	SFEB	
Air China	CA	AngelLite_Checkin(ATB,B TP)	AngelLite_bording	
Air India	Al	SFEB	SFEB	
AirAsia	AK	XSJTE	XSJTE	
Austrian Airline	OS	Altea CM	Altea CM	
Azur Air	ZF			
Cathay Pacific Airways	СХ	Altea CM	Altea CM	
China Eastern Airlines	MU	UL/UL Altea CM	UL/UL Altea FM	
China Southern Airlines	CZ	AngelLite_Checkin(ATB,B TP)	Damarel Embark	
Emirates	EK	XSJTE	XSJTE	PH1
Enter Air	E4			

Etihad Airways	EY	Sabre interact checkin	Sabre interact gate	Sabre load manager
flydubai	FZ	XSJTE	XSJTE	
Gulf Air	GF	Sabre interact checkin	Sabre interact gate	
Himalaya Airlines	H9	AngelLite_Checkin	AngelLite_bording	
Indigo Airlines	6E	XSJTE	XSJTE	
Jet Airways	9W	Sabre interact checkin	Sabre interact gate	
KLM Royal Dutch Airlines	KL	UL/UL Altea CM	UL/UL Altea CM	
Korean Air Lines	KE	Altea CM	Altea CM	
Kuwait Airways	KU	Altea CM	Altea CM	
Malaysian Airline	MH	Altea CM	Altea CM	
Malindo Air	OD	Sabre interact checkin	Sabre interact checkin	
Oman Air	WY	Sabre interact checkin	Sabre interact gate	
Qatar Airways	QR	Altea CM	Altea CM	
Rotana Jet Aviation	RG	UL/UL Altea CM	UL/UL Altea CM	
Royal Flight	RL			
Royal Jordanian	RJ	XSJTE	XSJTE	
Saudi Arabian Airlines	SV	Altea CM	Altea CM	
Silk Air	MI	Altea CM	Altea CM	
SINGAPORE AIRLINES	SQ	Altea CM	Altea CM	
SpiceJet	SG	XSJTE	XSJTE	
Srilankan	UL	Altea CM	Altea CM	Altea FM, Evinta DCS
Sriwijaya Air	SJ			
Thai Airways	TG	Altea CM	Altea CM	
Thomson Airways	BY			
Travel Service Polska	3Z			
Turkish Airlines	TK	WEB_GUI_DCS	WEB_GUI_DCS	
Ukraine International	PS	Altea CM	Altea CM	Altea FM

Note: Above Airline applications currently in operation. If any new airlines/ airline application added/ changed during the cause of the RFP process has to be implemented during the production deployment.

Section VI - General Specifications

- 1. Supplier" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the supplier is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the proposal to avoid rejection of the proposal.
- II. The supplier should arrange product demonstration at SriLankan Airlines premises at the evaluation stage. All applicable expenses including airfare should be borne by the bidder.
- III. The supplier need to perform a Proof of concept (POC) of the proposed system/solution. All applicable expenses including airfare should be borne by the bidder.
- IV. If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses excluding airfare (airfare means- SriLankan Airlines' destinations only) shall be borne by the bidder.
- V. All other on-site & off-site expenses & all incidental expenses related to the project implementation, maintenance & support etc. within the 5 year contract period, excluding Airfare (airfare means-SriLankan Airlines' destinations only) should be borne by the bidder.
- VI. If accepted, it is mandatory that the supplier signs the Contract Agreement Section VII.
- 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.
- 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 (hereinafter "Specification) as indicated in the Specification Sheet.
 - 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 will not affect the Warranty/ Service Levels provided hereunder. If the goods/service is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.
 - X. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Goods and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of local agent.
- XI. Advance payment is not acceptable. 30 days credit from the date of commissioning and acceptance by UL is required.
- XII. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	Liquidated damages shall be determined by the SriLankan Airlines
Non-compliance or Breach of Agreement	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.

Section VI - Annex G: Clientele Information Form

		<u> </u>

Note: Please mention the users of the same service/solution proposed to SriLankan Airlines.

In addition to above information please provide your clientele of **other** systems/solutions implemented.

Section VII - Draft Contract & Performance Security

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

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

Between;

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

And

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

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

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

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

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR:

- 1.1 The Contractor shall:
 - 1.1.1 Deliver Service/solution as more fully described in the Section VI in quantities ordered by SriLankan Airlines within the time frame as more fully described in Section, to the locations more fully described in Annex hereto according to the Technical specifications provided in Section (such schedules and annexes to be part and parcel of this Agreement) on non- exclusive basis on the terms and conditions set outherein.
 - 1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.

- 1.1.3 Ensure that Service/solution provided under this Agreement shall:
 - a) be in accordance with the specifications set out in Section VI
 - b) ;
 - c) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - d) be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Service/solution to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Service/solution on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Section VI in quantities mentioned in Annex The Contractor shall be responsible for providing all transportation necessary for the safe movement of Service/solution to the locations as specified in Schedule of the Agreement.
- 1.1.6 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.7 Invoice SriLankan Airlines for the Service/solution at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule).
- 1.1.8 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.9 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.10 Pay liquidated damages as stipulated in Schedule if the Contractor fails to deliver the Service/solution on time or SriLankan Airlines rejects the Service/solution pursuant to Clause 2.6 hereof.
- 1.1.11 Subject to the terms and conditions of this Agreement, the Service/solution shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).
- 1.1.12 Arrange pre delivery inspection at manufacturing plant once the Service/solution are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors cost (expect air fare of SriLankan Airlines destinations) at the manufacturing location.
- 1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.
- 1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at predelivery inspection.

- 1.2 In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of 5 years from the date mentioned in the Commissioning and Acceptance for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedule without any cost to SriLankan Airlines.

2. <u>RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES</u>:

- 2.1 SriLankan Airlines shall pay the Contractor for Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule hereto).For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractors provided in Schedule where the Contractor fails to deliver the Service/solution as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.3 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase Service/solution which are similar to the Service/solution contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.4 Have the right to inspect and reject the Service/solution (or any part thereof) provided under this Agreement if in its opinion it decides that such Service/solution (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Service/solution (or part thereof) after the Service/solution ' arrival or issuance of the Delivery Note

shall in no way be limited or waived by reason of the Service/solution having previously been inspected and passed by SriLankan Airlines or its representative prior to the Service/solution delivery.

- 2.5 When the Service/solution are received to SriLankan Airlines stores , SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Service/solution at the locations once commissioning and training is completed and other required items/Service/solution specified in Schedule are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to Bidder within 5 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Service/solution by SriLankan Airlines, the Service/solution shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Service/solution may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Service/solution due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Service/solution are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.
- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Service/solution or any other Service/solution or services from any third party on whatsoever basis during the period of the Agreement.
- 2.8 In the event SriLankan Airlines in its opinion decide that the Service/solution are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Service/solution and:
 - (i) refrain from making any payments pursuant to such Order made in respect of such Service/solution ; and
 - (ii) either replace the rejected Service/solution with Service/solution meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) obtain substitute Service/solution for the rejected Service/solution and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. **INVOICING & PAYMENT**:

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within......days from the date of Commissioning and Acceptance. The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in

this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.

- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: zaroosha.farook@srilankan.com

4. LIABILITY & INDEMNITY:

- 4.1 The Contractor shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to(but not limited to) any:
 - a) claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;
 - b) accident, injury or death caused to any person by negligence or wilful misconduct of the Contractor, its servants, agents employees or representatives;
 - c) acts of theft, pilferage, damage of property caused by the Contractor or its servants, agents employees or representatives;
 - d) any losses, damages, injuries, illness or death incurred due to manufacturing defects, nonperformance and or malfunction of the Service/solution procured under this agreement by SriLankan Airlines;
 - d) if the Service/solution provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Service/solution produced, packaged, stored or shipped by Contractor;
 - d) violation of any laws, regulations or intellectual property rights of any party;
 - e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. <u>INSURANCE</u>:

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

- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.
- 5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankanAirlines):
 - a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
 - b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
 - c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
 - d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
 - e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.
- 5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.
- 5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.
- 5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. <u>NON-COMPLIANCE</u>:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
 - a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule of the estimated amount of the monies payable for the relevant Service/solution for the relevant period of non-compliance or breach; and/or

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

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

7. <u>TERM & TERMINATION</u>:

- 7.1 This Agreement shall be valid for a period of __years commencing from __until __ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.
- 7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 90 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 90 days' notice period.
- 7.3 SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Contractor does not:
 - a) provide the Service/solution at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to this Agreement;
 - b) comply with the requirements and/or notices of SriLankan Airlines; and/or
 - c) perform, fails or is failing in the performance of any of its obligations under this Agreement.
- 7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:
 - a) if the other party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;
 - b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
 - d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
 - e) disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.

- 7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 7.6 On termination of this Agreement the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Service/solution duly provided in accordance with the terms of this Agreement. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of this Agreement.
- 7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, Service/solution, as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar Service/solution procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

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

9. <u>GOVERNING LAW</u>:

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

10. FORCE MAJEURE:

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

11. <u>GENERAL</u>:

- 11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.
- 11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.
- 11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.
- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorised representatives.
- 11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorised in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Service/solution envisaged under this Agreement.
- 11.13 Any notice or other communication required or authorised by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
 - (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the despatch of such fax or e-mail.

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

In the case of the Contractor to -

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

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

For and on behalf of

Name: Designation:

Name: Designation:

Witness:

Name: Designation: Witness:

Name: Designation:

Section VII - Annex H: 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.

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)]