



**INVITATION FOR BIDS FOR
PROVISIONING OF A REVENUE ACCOUNTING SYSTEM (PASSENGER & CARGO MODULES)
FOR SRILANKAN AIRLINES**

REFERENCE NO: CPIT/ICB 14/2019

**SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (IT)
AIRLINE CENTRE
BANDARANAIKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

Section I. Instructions to Bidders (ITS)

A: General	
1. Scope of Bid	<p>1.1 The Purchaser named in the Data Sheet invites you to submit a bid for the supply of Service/solution as specified in Section III - Schedule of Requirements for use at SriLankan Airlines Ltd for the use within the Bandaranaike International Airport premises.</p> <p>Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Sections IV. Bids Submission Form• Section V. General Conditions• Annexure A: Technical/General Specifications & Compliance form• Annexure B: Price schedule format• Annexure C: Bid Security Declaration Form• Annexure D: Performance Security Form• Annexure E: Clientele Information Form• Annexure F: Sample Contract Agreement• Annexure G: Bid Acknowledgement Form
C: Preparation of Bids	
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none">• Sections IV - Bids Submission Form.• Annexure A: Technical/General Specifications & Compliance form• Annexure B: Price Schedule Forms B-I, B-II, B-III & B-IV• Annexure C: Bid Security Declaration Form• Annexure E: Clientele Information Form

<p>4. Bid Submission Form and Technical/ General Specifications & Compliance form</p>	<p>4.1 The Bidder/s shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>4.2 The Bidder/s shall quote for,</p> <ul style="list-style-type: none"> - either Passenger Revenue Accounting Module or Cargo Revenue Accounting Module <li style="text-align: center;">or - for both the modules with separate Price Schedule Forms.
<p>5. Prices</p>	<p>5.1 Unless stated in Data Sheet, separate Price Schedule Forms in Annexure B shall be submitted for Passenger Revenue Accounting Module and Cargo Revenue Accounting Module with all items priced separately. Accordingly, a Bid for both the modules shall consist of two separate Price Schedules for each module.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bids.</p> <p>5.3 Prices quoted by the bidder/s shall be fixed during the period specified in ITS clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
<p>6. Currency</p>	<p>6.1 The bidders shall quote in United States Dollar (USD) or in Sri Lanka Rupees (LKR).</p> <p>6.2 For evaluation and comparison purposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailing at the date of closing of bids as published by the Central Bank of Sri Lanka.</p>
<p>7. Documents to establish the Conformity of the Services</p>	<p>7.1 The Bidder/s shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Service/solution in Sri Lanka.</p>
<p>8. Period of Validity of bids</p>	<p>8.1 Bids shall remain valid for a period of one hundred eighty (180) days after the bid submission deadline date. If the full validity period is not properly indicated, SriLankan Airlines reserves the right to obtain re-confirmation from the bidder/s that the Bid is valid until the date specified above.</p> <p>8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.</p>

<p>9. Bid Security Declaration</p>	<p>9.1 The bidder/s shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C.</p> <p>9.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 9.1, Shall be rejected by Sri Lankan Airlines as non-responsive.</p> <p>9.3 Bid Securing Declaration may be executed:</p> <p>(a) If a Bidder/s withdraw its bids during the period of Bid validity specified by the Bidder/s on the Bid Submission from,</p> <p>(b) If a Bidder/s does not agree to correctable of arithmetical errors in pursuant to 1TS Sub-Clause 15.3</p> <p>(c) If the successful Bidder/s fails to:</p> <p>i) Sign the contract in accordance security with 1TS Sub-Clause 23.3;</p> <p>(ii) Furnish a performance Security in accordance with 1TS Clause 24;</p>
<p>10. Format and Signing of Bids</p>	<p>10.1 The bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder/s. Please ensure all documents are duly signed and stamped in the given area when forwarding.</p>
<p>D: Submission and Opening of Bids</p>	

<p>11. Submission of Bids</p>	<p>11.1 Bidder/s shall submit their bids by registered post, courier or by hand in a sealed envelope.</p> <p>11.2 The bidder/s shall submit proposals for the following two financial options separately, for Passenger and Cargo Revenue Accounting Modules in the separate price schedule forms attached at Annexure B-I, B-II, B-III & B-IV,</p> <ol style="list-style-type: none"> 1) Financial Option I - Fully Managed Service option including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted outside the SriLankan Premises. Price schedule forms attached at Annexure B-I & B-II. 2) Financial Option II - Outright purchase option including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan premises. Price Schedule forms attached at Annexure B-III & B-IV. <p>The bidder/s 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 Bidder/s.</p> <p>11.3 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows. “Bid for the Provisioning of a Revenue Accounting System (Passenger & Cargo Modules) for SriLankan Airlines (CPIT/ICB 14/2019)”</p> <p>The Bidder shall quote for,</p> <ul style="list-style-type: none"> - either Passenger Revenue Accounting Module or Cargo Revenue Accounting Module <p style="text-align: center;">or</p> <ul style="list-style-type: none"> - for both the modules with separate Price Schedule Forms. <p>11.4 The bidder/s shall submit the proposals in the price schedule forms attached at Annexure B-I, B-II, B-III & B-IV,</p> <p>11.5 Completed Technical (un-priced) and Financial proposal should be submitted in two separate sealed envelopes with the tender reference no. CPIT/ICB 14/2018 and the Bidding Company’s name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope.</p>
<p>12. Deadline for Submission of Bids</p>	<p>12.1 Bids must be received by SriLankan Airlines to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.</p>
<p>13. Late Bids</p>	<p>13.1 SriLankan Airlines shall reject any bids that arrives after the deadline for submission of bids in accordance with ITS Clause 11.1 above.</p>

<p>14. Opening of Bids</p>	<p>14.1 SriLankan Airlines shall conduct the opening of quotation in the presence of the Bidder/s at the address, date and time specified in the Data Sheet.</p> <p>14.2 A representative of the bidder/s may be present and mark its attendance.</p> <p>14.3 Presence of the Bidder/s will not necessarily ensure the selection of the proposed goods.</p>
<p>E: Evaluation and Comparison of Bids</p>	
<p>15. Non conformity-ties, Errors, and Omission</p>	<p>15.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omission in the Bid that do not constitute a material deviation.</p> <p>15.2 Provided that a bid is substantially responsive, SriLankan Airlines may request that the Bidder/s submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities of 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/s to comply with the request may result in the rejection of its Bid.</p> <p>15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:</p> <p>(a) If there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SriLankan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit shall be corrected.</p> <p>(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</p> <p>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>15.4 If the Bidder/s that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid-Securing Declaration shall be executed.</p>

16. Clarifications	<p>16.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder/s for a clarification of its bids. Any clarification submitted by a Bidder/s in respect to its bid which is not in response to a request by the Purchaser shall not be considered.</p> <p>16.2 Bidder/s request for clarifications and the response shall be in writing by SriLankan Airlines' address specified in the Data sheet.</p>
17. Responsiveness of Bids	<p>17.1 SriLankan Airlines will determine the responsiveness of the bids to the documents based on the contents of the bids received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.</p>

<p>18.Evaluation and Comparison of bids</p>	<p>18.1 The following factors & methodology will be used for evaluation. However, SriLankan Airlines reserves the right to accept the bidder/s that do not meet all of these requirements and the decision will be at the sole discretion of SriLankan Airlines, depending on the importance of each function.</p> <p><u>Minimum Eligibility Criteria</u></p> <ol style="list-style-type: none"> I. Bidder/s should have implemented and managed an end to end Revenue Accounting System with interfaces including the business, Industry, technical requirements, and compliance of either Passenger Revenue Accounting or Cargo Revenue Accounting or both the Revenue Accounting Modules requested in the detailed requirement specification in Annexure A. II. Bidder/s should have experience of deployment of monitoring and management solution of Revenue Accounting System. III. Having 03 or more reputed customer implementations related to similar systems/solutions. Customer testimonials should be present with the proposal. IV. The bidder/s should have adequate facilities to support the operation of the system as specified in the Annexure A. V. Comprehensive user training on the proposed solution should be provided by the individuals who are competent to provide the training as specified in detail in Annexure A. VI. Compliance with ISO/IEC 27001:2013, data retention policies and other applicable legislative and regulatory requirement. <p><u>Evaluation Criteria</u></p> <p>The proposed service/solution will be subjected to a Technical Committee evaluation based on the following criteria:</p> <ol style="list-style-type: none"> I. Total final cost of the project for 5 years II. Credit terms better than specified III. Implementation lead time 09 months or better IV. Compliance for all requirements related to the module(s) quoted for under Annexure A V. System demonstration should be carried out with verification of specifications and system performance. VI. System should have a comprehensive real time, online, periodic reports for management information and reconciliation purpose together with off the shelf reports with the facility for user to create their own. VII. Customer feedback in relation to system implementation and support provided for customers on similar systems implemented at enterprise level VIII. Full Clientele of the local partner and the principle solution provider in the field of fares distribution systems deployed during past 05 years IX. Availability of 24/7 Help Desk or similar functionality (SLA Service Level Agreement to be decided)
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19. Training and Development	19.1 Comprehensive user training for 20 staff on the proposed solution free of charge. Training plan should be provided for the proposed system during the cutover and a subsequent refresher training plan also should be provided for 05 years. System vendor should have qualified trainers to train the staff members.
20. Financial Capability	20.1 The bidder/s shall furnish documentary evidence that it meets the following financial requirement(s): Audited financial statements for the last 03 years
21. SriLankan Airlines Right to Accept any Bids, and to Reject any or all Bids.	21.1 SriLankan Airlines reserves the right to accept or reject any bids, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders
F: Award of Contract	
22. Acceptance of the Bids	22.1 SriLankan Airlines will accept the bids of the Bidder/s whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the Bid document requirements.
23. Notification of acceptance	23.1 SriLankan Airlines will notify the successful Bidder/s, in writing, that their bid has been accepted. 23.2 SriLankan Airlines has the discretion to award the tender in full, part or cancel the tender or award the tender to a single bidder or several bidders. 23.3 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder/s to sign it. 23.4 Within seven (7) days of receipt of such information, the successful Bidder/s shall sign the contract.
24. Performance Security	24.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder/s, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the total value of the contract, using the Performance Security Form included in Annexure D. SriLankan Airlines reserves the rights to request for higher valued Performance Security, if required. 24.2 Failure of the successful Bidder/s to submit the above mentioned Performance Security when requested or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

Section II: Data Sheet

ITB Clause Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake
7.1	Proprietor's authorizations is required.
9.1	Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.
11.1	The address for submission of Bids is : Attention : Dehan de Silva Address : Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone : +94 197732666
12.1	Deadline for submission of bids is on or before 07 January 2020, 11.00 a.m. SriLankan Time (GMT +5:30) Details should be provided to the following address one day in advance to arrange security clearance if the bidder/s wishes to hand deliver bids and participate for bid opening. Attention: Sampath Sudasinghe Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka Telephone: +94 (0) 19733 2777 Facsimile number: +94(0) 197335218 Electronic mail address: sampath.sudasinghe@srilankan.com
15.2	For <u>Clarification of bid purposes</u> only, SriLankan Airlines' address is: Attention: Sampath Sudasinghe Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka Telephone: +94 (0) 19733 2777 Facsimile number: +94(0) 197335218 Electronic mail address: sampath.sudasinghe@srilankan.com All <u>Clarifications should be submitted to the above</u> address by 05 December 2019

Section III - Schedule of Requirements

Provisioning of a Revenue Accounting System (Passenger & Cargo Modules) for SriLankan Airlines - CPIT/ICB
14/2019

Line Item #	Description of Service/solution	Final Destination	Delivery Date
1	Solution which covers the mandatory requirements of either Passenger Revenue Accounting Module or Cargo Revenue Accounting Module or both the module(s) in Annexure A	IT Division of SriLankan Airlines	Based on the project implementation time lines
2	Project implementation		
3	Acquisition		
4	License		
5	Integration with other systems		
6	Project management		
7	Scoping study		
8	Product customization		
9	Data migration		
10	Training		
11	Hardware		
12	System usage		
13	Hosting the solution		
14	Communication		
15	Support & maintenance for 05 years		

Section IV - Bid Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Service/solution [insert a brief description of the System/solution];
- (c) The total price of our Bid without VAT, including any discounts offered for 05 years is:
 - 1) Financial Option I - Fully Managed Service model (Passenger Module) for a period of 5 years: [insert the total bid price in words and figures];
 - 2) Financial Option I - Fully Managed Service model (Cargo Module) for a period of 5 years: [insert the total bid price in words and figures];
 - 3) Financial Option II - Outright purchase model (Passenger Module) for a period of 5 years: [insert the total bid price in words and figures];
 - 4) Financial Option II - Outright purchase model (Cargo Module) for a period of 5 years: [insert the total bid price in words and figures];
- (d) We understand that SriLankan Airlines has the right to terminate the contract after the 1st year by giving the vendor 1 months' notice.
- (e) Our bid shall be valid for the time specified in ITS Clause 8.1
- (f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

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

Date

Section V - General Conditions

- I. Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.
- II. The bidder/s should arrange product demonstrations at SriLankan Airlines premises at the bid evaluation stage. All applicable expenses including airfare should be borne by the bidder/s.
- III. If required, SriLankan Airlines requires to inspect the solution/product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 passengers), same has to be arranged by the bidder/s 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/s.
- IV. All on-site & off-site expenses (Transport, Communication & all other incidental expenses) related to the project implementation, maintenance & support etc. within the 5-year contract period, should be borne by the successful Vendor.
- V. If accepted, it is mandatory that the bidder/s signs the Contract Agreement - Sample Contract Agreement is at Annexure F.
- VI. In order to ensure continuity of supply of Service/solution 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.
- VII. Upon delivery and/ or completion of installation of the system/solution, SriLankan Airlines shall perform User Acceptance Tests (UAT) to determine that the service/solution is operating in conformance with SriLankan Airlines 's published performance specifications for the service/solution and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.
- VIII. If SriLankan Airlines find that the delivered service/solution 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 service/solution to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any and all money paid, and any service penalties incurred due to rejection of the system/solution.
- IX. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solution and services to be procured under this bid exercise. If so, please submit a separate bidder information form including the information of the local agent.
- X. Advance payment is not acceptable. 45 days credit from the date of commissioning and acceptance by UL is required.
- XI. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

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

ANNEXURE A - Technical/General Specifications & Compliance Sheet

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

1. Purpose, Scope and Objectives

PURPOSE

The purpose is to invite the bidders to bid for a Revenue Accounting System that matches the requirement scope described below, in order to implement the best suitable system for SriLankan Airlines.

SCOPE

The information provided for this document shall include details of system functionalities, all the hardware, software, implementation service components and performance settings necessary to meet the requirements outlined herein.

2. Deliverables

- a. Identification and recommendation of an appropriate Revenue Accounting System solution that complies with the SriLankan Airline's requirements and allows for future growth.
Interested parties must perform their own comprehensive sizing assessment.
- b. Information of the equipment, installation and testing, including any required interfaces and data connectors with the details of required Hardware Platform (Appliances and/or Servers) to deploy the solution.
- c. Details of initial and extended warranties/licenses and technical support services (including detailed initial acquisition costs and on-going support options available - monthly subscription service based models).
Also mention the licensing policies of enterprise/shared/names license or other classifications.
- d. Details of on-site hardware installation and setup, software configuration and user settings should be provided. For hosted solutions documentation about system monitoring processes should be provided. In addition to above following deliverables are expected.
 - i. Implementation guides
 - ii. User guides
 - iii. Set up documentations
 - iv. System Administrator guides and handbooks
- e. The solution shall fully integrate into existing architecture and functions to cater requirements herein.
- f. The interested parties should list the available platforms of the solution, describing options of on-premise implementation as well as the hosted solution.

3. Specifications and Service Levels

BUSINESS REQUIREMENTS

The high-level business requirement we expect from the Passenger Revenue Accounting Module and the Cargo Accounting Module of the Revenue Accounting System is separately outlined in point form in the following chapters for easy reference. SriLankan Airlines reserves the right to accept the bidders that do not meet all of these requirements. However, the decision will be at the sole discretion of SriLankan Airlines, depending on the importance of each function.

Chapter 1: Passenger Revenue Accounting Module

The below areas related to Passenger Revenue Accounting are covered in this chapter.

- A. Passenger Sales Accounting
 - A1. Passenger Sales Processing and Accounting
 - A2. Passenger Sales Reports
- B. Passenger Flown Accounting
 - B1. Passenger Flown Processing and Accounting
 - B2. Passenger Flown Reports and Data Feeds
- C. Passenger Interline Accounting
 - C1. Passenger Inward and Outward Billing
 - C2. Oneworld Accounting
 - C3. Passenger Interline Reports
- D. Miscellaneous Accounting
 - D1. Miscellaneous Inward Billing Rejections
 - D2. Supplementary Billing
- E. Reference Data Handling related to Passenger Revenue Accounting
 - E1. Location Information
 - E2. Stock Information
 - E3. Accounts Information
 - E4. Passenger Proration Information
 - E5. Tax Information
 - E6. Reference Data Reports - Passenger
- F. Passenger Fare Audit

Chapter 2: Cargo Revenue Accounting Module

The below areas related to Cargo Revenue Accounting are covered in this chapter.

- G. Cargo Sales/Flown Accounting
 - G1. Cargo Sales/Flown Processing and Accounting
 - G2. Cargo Sales/Flown Reports
- H. Mail Revenue Accounting
- I. Cargo Interline Accounting
 - i1. Cargo Inward and Outward Billing Accounting

- I2. Cargo Interline Reports
- J. Reference Data Handling related to Cargo Revenue Accounting
 - J1. Location Information
 - J2. Stock Information
 - J3. Accounts Information
 - J4. Cargo Proration Information
 - J5. Tax Information
 - J6. Reference Data Reports - Cargo

INDUSTRY REQUIREMENTS

The Revenue Accounting System should be best placed to implement and fully compliant with industry enhancements - e.g. IATA initiatives such as NDC, ONE Order, DDS, New Prorate Methodology, EasyPay etc.

TECHNICAL REQUIREMENTS

- T1. Hosting of the Application
- T2. Interfacing Requirements
- T3. Reporting and Dashboard Requirements
- T4. Performance and data migration Requirements
- T5. User Training and System Support Requirements

ACRONYMS

PRA	Passenger Revenue Accounting	OAL	Other Airlines
CRA	Cargo Revenue Accounting	CASS	Cargo Account Settlement System
PAX	Passenger	SIS	Simplified Interline Settlement
CGO	Cargo	GSA	General Sales Agent
BDS	Bid Data Sheet	CTO	City Ticket Office
EBT	Excess Baggage Tickets	ATO	Airport Ticket Office
IBE	Internet Booking Engine	ICH	IATA Clearing House
I-EMD	Interline Electronic Miscellaneous Document	IS IDEC	Integrated Settlement - Interline data exchange company
ITB	Instructions to Bidders	YQ	Fuel Surcharge
ITS	Instruction to Suppliers	YR	Carbon Emission
JV	Joint Venture	BSP	Billing Settlement Plan
PB	Passengers Boarded	ARC	Airlines Reporting Corporation
PE	Procurement Entity	FIM	Flight Interruption Manifest

PNR	Passenger Name Record	EMD	Electronic Miscellaneous Documents
POC	Proof of Concept	IATA	International Air Transport Association
PSS	Passenger Service System	ACM	Agency Credit Memo
DCS	Departure Control System	ADM	Agency Debit Memo
SBD	Standard Bidding Document	ORC	Overriding Commission
SEO	Search Engine Optimization	AR	Account Receivable
LKR	Sri Lankan Rupee	GL	General Ledger
USD	United States Dollar	GPA	General Portal Authority
SLA	Service Level Agreement	AWB	Air Way Bill
UAT	User Acceptance Testing	ICB	International Competitive Bidding
MCO	Miscellaneous Charges Orders	eSAL	Electronic Simplified Adjustment Listing

CHAPTER 1: PASSENGER REVENUE ACCOUNTING MODULE

A. PASSENGER SALES ACCOUNTING

A1. PASSENGER SALES PROCESSING AND ACCOUNTING

1. Interface to the current systems with the ability to interface to any other market standard system
 - a. Amadeus HOT Files (PSS)
 - b. BSP
 - c. ARC HOT files
2. Automatic/seamless processing and accounting of passenger sales and refunds data. This includes but not limited to,
 - a. E-tickets
 - b. Electronic Miscellaneous Documents (EMDs)
 - c. Miscellaneous Charges Orders (MCOs)
 - d. Excess Baggage Tickets (EBTs)
 - e. Agency Credit Memos (ACMs)
 - f. Agency Debit Memos (ADMs)
3. Ability to account for the standard Form of Payments (FOPs) such as Cash, Credit card, Credit, Cost Centre Debit and any other alternative FOP (e.g. Alipay, WeChat, PayPal etc.)
4. Proration of own and other airline tickets
5. Outward billing of re-issued tickets
6. Manual capturing of sales and refund transactions
7. Checking unreported sales transactions where utilization (flown) transaction is reported
8. Accounting for EMD over/under utilization
9. Raise manual journal vouchers/invoices/credit notes

10. Passenger writeback process at coupon level in order to identify the writeback revenue at route level
11. Passenger data archival process
12. Month closing process
13. Audit trail process
14. System reconciliations for Forward Sales, Tax and Surcharge Accounts

A2. PASSENGER SALES REPORTS

1. Specific reports required in addition to the standard sales accounting reports
 - a. Agents sales/refunds reports based on agent type (BSP/ARC/GSA/CTO/ATO)
 - b. Comprehensive sales/refunds information report for both ticket sales and ancillary sales based on IATA location code
 - c. Comprehensive sales/refunds information report for both ticket sales and ancillary sales based on GDS
 - d. PNR based sales report
 - e. Sales report based on the Fare Basis on ticket
 - f. EMD utilization report
 - g. Outstanding sales information
 - h. Standard writeback reports
 - i. ADM/ACM reports
 - j. Tax and surcharge reports - both summary level and detailed level

B. PASSENGER FLOWN ACCOUNTING

B1. PASSENGER FLOWN PROCESSING AND ACCOUNTING

1. Interface to the current Passenger Reservations systems with the ability to interface to any other market standard reservations system
 - b. Amadeus Lift/EMD lift from the check-in system (DSS)
 - c. Batch header file through an automated process
1. Coupon level transaction download to created batch (i.e. flight level) headers
2. Reconciliation of downloaded transactions with batch totals and identification of any missing documents
3. oneworld request response file interface and the ability to track missing files/responses received in document level
4. Capturing of any manual documents received with the flight packets (eg. EBT/MCO)
5. Processing of own and other airline Flight Interruption Manifests (FIMs)
6. Proration of own and other airline documents according to Multilateral Proration Agreements / Special Prorate Agreements / Codeshare Agreements
7. Proration of re-issued documents (own and OAL)
8. Billing interline-able taxes including fuel surcharge (YQ) and processing and accounting of transportation taxes
9. Carrier specific interline service charge handling

10. Fuel surcharge (YQ) and carbon emission tax (YR) handling and proration (with the provision to handle any other newly introduced surcharges)
11. Quality check of billing value in interline documents prior to outward billing and quality check of own documents
12. Manual billing if required
13. Capacity to account standalone EMDs at flight level
14. Coupon level yield analysis
15. Controlling reports and dashboards to ensure flight packet receipt/flown processing and accounting completion
16. Possibility of flown accounting for each Flight and Aircraft level - flexi accounting
17. Overriding commission (ORC) calculation to the General Sales Agents and a process to automatic credit notes generation
18. Slab basis ORC payment on target achievement percentage: Please note that the company pays ORC on the SLAB based target
19. System reconciliation for Overriding Commission Suspense Account

B2. PASSENGER FLOWN REPORTS AND DATA FEEDS

1. Specific reports required in addition to the standard flown accounting reports
 - a. Agents performance reports including agent type (BSP/ARC/GSA/CTO/ATO)
 - b. Comprehensive flown revenue information report for both ticket revenue and ancillary revenue based on IATA location code
 - c. Comprehensive flown revenue information report for both ticket revenue and ancillary revenue based on GDS
 - d. Account/Journal Voucher (JV) level detail accounting reports
 - e. Report with adjustments between flown and sales
 - f. Comprehensive ORC report including the SLAB based information
2. Provide necessary data feeds to market standard Revenue Management and Group Management Systems (E.g. Amadeus / PROS / Sabre)

C. PASSENGER INTERLINE ACCOUNTING

C1. PASSENGER INWARD AND OUTWARD BILLING

1. Interface requirement for passenger inward and outward billings
 - a. Interfacing passenger IS IDEC files to the Revenue Accounting System
 - b. IATA Form 3 File upload to the Revenue Accounting System
 - c. IATA Form 1 auto creation in Revenue Accounting System
2. Auto Batch Creation for inward billings made by the other airlines

3. Ability to process inward billings from,
 - a. Passenger tickets,
 - b. Excess Baggage coupons,
 - c. Electronic Miscellaneous Documents (EMDs),
 - d. Miscellaneous Charge Orders (MSOs) and
 - e. Flight Interruption Manifests (FIMs)
4. Ability to manually evaluate coupon / rejection memo / billing memo / credit memo wise billing from other airlines
5. System auto evaluation of coupon / rejection memo / billing memo / credit memo wise billing from other airlines based on reference data filed in the Revenue Accounting System
6. Create Passenger Prime and Rejection IS IDEC file weekly in order to submit to SIS
7. Ability to create batches manually for non-ICH invoices
8. Ability to enter coupons manually for batches
9. Ability to see coupon utilization and sequence of rejection stages of the coupon (billing history)
10. Ability to raise billing memos and credit memos manually
11. Interline EMD handling (i-EMD)
12. Both Online and Offline tax modules
13. Auto reconciliation on outward billing (Accounted Vs. Billed)
14. Auto reconciliation on inward billing (Accounted Vs. Inward Billed)

C2. ONEWORLD ACCOUNTING

oneworld is one of the leading global airline alliance programs with many major world airline members, where SriLankan Airlines too is a member. There are specific revenue accounting requirements that SriLankan Airlines needs to comply with as an oneworld member.

1. Ability to automatically generate request files to other oneworld members when their coupons are flown by UL and downloaded to Revenue Accounting system from Amadeus Lift (DSS) Files
2. Ability to interface other oneworld member request files to the revenue accounting system and automatically generate response files to other oneworld members
3. Ability to generate oneworld electronic Simplified Adjustment Listing (eSAL) files for oneworld member carriers and interface other oneworld member eSAL files to Revenue Accounting System
4. Ability to generate codeshare usage file to oneworld members and interface oneworld member codeshare usage files to Revenue Accounting System
5. Ability to auto calculate codeshare commission for other carriers
6. Ability to carry out oneworld Alliance coupon clearing

C3. PASSENGER INTERLINE REPORTS

1. Specific reports required in addition to the standard interline reports
 - a. Reconciliation between IATA Form 3 and IATA Form 1

- b. Reconciliation between IATA Form 1 and batch headers
- c. Batch header and transaction reconciliation
- d. Report to check the completion of the accounting of all inward billings in Form 3 and incomplete transactions hanging in variance stages of inward billing work flow
- e. Incoming and outgoing oneworld eSAL
- f. Incoming and outgoing oneworld requests
- g. Incoming and outgoing oneworld responses
- h. Incoming and outgoing codeshare usage
- i. Inward billing report carrier wise and in total
- j. Incoming and outgoing rejection memo

D. MISCELLANEOUS ACCOUNTING

D1. MISCELLANEOUS INWARD BILLING REJECTIONS

- 1. Form 1 Integration: Integrating the Miscellaneous Invoice data and attachment with SIS on weekly/daily basis
- 2. Creation of rejection batches/invoices with the supporting documents
- 3. Verification and closure of the batches for the SIS integration

D2. SUPPLEMENTARY BILLING

- 1. Ability to raise supplementary billings and any other outward billing if required
- 1. Creation of invoices/batches with the supporting documents
- 2. Verification and closure of the batches for the SIS integration

E. REFERENCE DATA HANDLING RELATED TO PASSENGER REVENUE ACCOUNTING

The requirement is to configure the Revenue Accounting System with the information that is used by the processing functions when carrying out Passenger Revenue Accounting.

E1. LOCATION INFORMATION

GSA locations/sub locations used for accounting for passenger sales and Overriding Commission (on flown / surcharge - YQ/YR).

- 1. Creation and maintenance of the sub location master (IATA / Non-IATA / Airport Office) falling under the main locations for each territory
- 2. Transfer of sub locations and commission locations between main locations for a territory depending on the Agents' Agreements

E2. STOCK INFORMATION

1. Managing of the stock transactions (stock order and receipt) with the printer for the airline's dedicated stock
2. Managing and controlling of the distribution (issue/return/blacklist) of passenger stock to the main and sub locations in the network

E3. ACCOUNTS INFORMATION

1. Maintenance of Accounts reference data based on the Corporate Chart of Accounts, which is interfaced with the Corporate Financial Accounting System
2. Maintenance of passenger flown accounting reference data to facilitate flexi accounting setup, where account details of the route and aircraft level is available

E4. PASSENGER PRORATION INFORMATION

1. The solution should be able to handle passenger proration of;
 - a. Special Prorate Agreements (SPA)
 - b. Multilateral Prorate Agreements - Passenger (MPA -P)
 - c. Code Share Agreements
 - d. Surcharge proration (YQ/YR) - Straight Rate Proration (SRP) on own/other airlines

E5. TAX INFORMATION

1. Taxes/fees/charges on air travel collected at the time of issuance of ticket or at the time of travel, should be handled in the following manner.
 - a. Sales taxes to be applied for the entire document
 - b. Transportation taxes to be applied for departure or arrival of a particular sector

E6. REFERENCE DATA REPORTS - PASSENGER

1. Specific reports required in relation to Passenger Reference Data
 - a. SPA and Codeshare Performance Report
 - b. Report with all valid SPAs/Codeshare Agreements for a specific route for a given period

F. PASSENGER FARE AUDIT

1. Auditing all traffic documents sold, refunded and exchanged through system-wide distribution channels, whilst ensuring that the passenger transportation is in accordance with UL and IATA guidelines and procedures

2. Auditing UL traffic documents in accordance with the Public and Private Fares and Rare Rules published by UL
3. Auditing UL traffic documents in accordance with the UL fare acceptance policy
4. Auditing of surcharges
5. Auditing of carrier combinability
6. Auditing group tickets and conditions (Adhoc fares or published fare groups)
7. Auditing of voluntary changes (e.g. Re-issues)
8. Auditing of discounts (e.g. Child, Infant, Seamen, Student)
9. Auditing of commission applicability
10. Auditing OAL fares and UL interline fares in accordance with the interline Special Prorate Agreements/Code Share Agreements
11. Auditing Taxes and charges in according with the TTBS, IATA guidelines and UL policy/procedures
12. Auditing of penalties
13. Auditing of baggage allowance
14. Auditing of excess baggage EMDs
15. Auditing of name changes
16. Auditing of service fee (e.g. OB)
17. Checking the ticket validity
18. Auditing the refundable balances including the refund penalties
19. Handling of waiver management
20. Process of issuing ADMs and the availability of mass uploading for ADMs

CHAPTER 2: CARGO REVENUE ACCOUNTING MODULE

G. CARGO SALES/FLOWN ACCOUNTING

G1. CARGO SALES/FLOWN PROCESSING AND ACCOUNTING

1. Interface to the current cargo systems with the ability to interface to any other market standard systems system
 - a. Cargo data from the Cargo Reservations System (Presently SkyChain. However, RFP for a new cargo reservations system is in progress)
 - b. Import collection interface
 - c. Cargo Sales Information interface including Cargo Account Settlement System (CASS) sales
2. Accounting and Processing of
 - a. Flown processing and accounting
 - b. Trucking provision accounting
 - c. Rerouting gain/loss accounting
 - d. Sector adjustment accounting
 - e. Charges Correction Advices revenue adjustment accounting
 - f. Tax computation and accounting

- g. Ground Handling Agent export accounting
 - h. Outward billing processing and accounting
 - i. Sales writeback accounting
 - j. Reconciliation write-off accounting
3. Creation of Cargo Accounting and journal entries to be transferred to financial accounting system through the month closure process.
 4. Overriding Commission computation and payment generation for Cargo Agents
 5. Cargo Transfer Manifest (CTM) accounting for Charges Collect Air Way Bills (AWBs)
 6. Charges collect billing, collection processing, accounting and reconciliation
 7. AWB level audit for accounting entries
 8. Reconciliation of Cargo Accounts
 9. Other charges revenue accounting
 10. Facilities to inquire all the details including but not limited to AWB information
 11. Export Billing processing and accounting
 12. AWB rate computation and rate audit
 13. Export settlement accounting
 14. Export sales
 15. Cargo Account Settlement System (CASS) file generation
 16. AR function - Possibility of reconciling against settlements
 17. Archival process
 18. Manual accounting if required

G2. CARGO SALES/FLOWN REPORTS

1. Specific reports in addition to the standard cargo sales/flown accounting reports
 - a. Comprehensive cargo sales/flown revenue information report based on IATA location code
 - b. Account/Journal Voucher (JV) level detail accounting reports
 - c. Report with adjustments between cargo flown and sales
 - d. Comprehensive cargo ORC report including the SLAB based information
 - e. Reconciliation reports
 - f. Standard writeback/write-off reports

H. MAIL REVENUE ACCOUNTING

1. Possibility of interfacing the mail revenue information from the reservation system and/or manual capturing of data for mail revenue
2. Generation of accounting entries
3. Mail GPA billing
4. Mail flown accounting
5. Mail handling accounting

6. Mail writeback accounting
7. Mail inward billing accounting
8. Mail rejection accounting
9. Post Office mail month end closing and interfacing to financial accounting system.
10. Reconciliation of mail accounts
11. Mail accounting for rounding errors
12. Mail General Postal Authorities (GPA) Suspense reconciliation process

I. CARGO INTERLINE ACCOUNTING

11. CARGO INWARD AND OUTWARD BILLING

1. Interface requirement for cargo inward and outward billings
 - a. Download cargo IS IDEC files to the Revenue Accounting System
 - b. IATA Form 3 File upload to the Revenue Accounting System
 - c. IATA Form 1 auto creation in Revenue Accounting System
1. Auto Batch Creation for inward billings made by the other airlines
2. Ability to manually evaluate coupon / rejection memo / billing memo / credit memo wise billing from other airlines
3. System evaluation of AWB / rejection memo / billing memo / credit memo wise billing from other airlines based on reference data filed in the Revenue Accounting System
4. Create Cargo Prime and Rejection IS IDEC file weekly in order to submit to SIS
5. Ability to create batches manually for non-ICH invoices
6. Ability to enter coupons manually for batches
7. Ability to raise billing memos and credit memos manually
8. Ability to file cargo Special Prorate Agreements, Trucking Agreements and Ad-hocs
9. Ability to have tri-party settlements (uplifted AWB owned by one carrier and invoice to be raised to another 3rd party)
10. Ability to see AWB utilization and sequence of rejection stages of the AWB (billing history)

12. CARGO INTERLINE REPORTS

1. Specific reports required in addition to the standard cargo interline reports
 - a. Reconciliation between IATA Form 3 and IATA Form 1
 - b. Reconciliation between IATA Form 1 and batch headers
 - c. Batch header and transaction reconciliation
 - d. Report to check the completion of the accounting of all inward billings in Form 3 and incomplete transactions hanging in variance stages of inward billing work flow
 - e. Incoming and outgoing codeshare usage
 - f. Inward billing report carrier wise and in total

- g. Incoming and outgoing rejection memo

J. REFERENCE DATA HANDLING RELATED TO CARGO REVENUE ACCOUNTING

The requirement is to configure the Revenue Accounting System with the information that is used by the processing functions when carrying out Cargo Revenue Accounting.

J1. LOCATION INFORMATION

GSA locations/sub locations used for generating Cargo Export Billing / CASS billing and Overriding Commission (on cargo flown / other charges - fuel/security).

1. Creation and maintenance of the sub location master (IATA / Non-IATA / Airport Office) falling under the main locations for each territory
2. Transfer of sub locations and commission locations between main locations for a territory depending on the Agents' Agreements

J2. STOCK INFORMATION

1. Managing and controlling of the distribution (issue/return/blacklist) of cargo stock to the main and sub locations in the network

J3. ACCOUNTS INFORMATION

1. Maintenance of accounts reference data based on the Corporate Chart of Accounts, which is interfaced with the Corporate Financial Accounting System
2. Maintenance of cargo flown accounting reference data to facilitate flexi accounting setup, where account details of the route and aircraft level is available

J4. PRORATION INFORMATION (CARGO)

The solution should be able to handle proration of;

- a. Special Prorate Agreements (SPA)
- b. Adhoc SPAs
- c. Tri-party Agreements
- d. Multilateral Prorate Agreements - Cargo (MPA-C)
- e. Trucking Agreements
- f. Other charges proration (fuel/security) - factor-based proration on own/other airlines

J5. TAX INFORMATION

Taxes/fees/charges on carriage of cargo collected at the time of issuance of Airway Bills should be applied as per the defined rates.

J6. REFERENCE DATA REPORTS - CARGO

- a. SPA / Adhoc SPA Performance Report
- b. Report with all valid SPAs/Adhoc SPA for a specific route for a given period

TECHNICAL REQUIREMENT

Apart from the functional requirements listed above, the technical requirements in order to fit the proposed Revenue Accounting System as well as the current technical and information arena set up at the organization is detailed below.

T1. HOSTING OF THE APPLICATION

The company is open to option of having the application hosted in the SriLankan Airline premises or hosting outside in a different site. Interested parties should mention both options if available with the prospective product.

Also indicate the technical specification required for both the internet bandwidth as well as the database and server capacity.

In both situations it is mandatory to state the following.

- b. Data Retention policy
 - i. Availability of configuration of the data retention.
- a. Back up and restoration capability
 - i. Availability of the backup facility.
 - ii. Ability to configure the backup retention time.
 - iii. Ability to restore the backup with the agreed timeline.
- b. Availability of system and audit logs, retention and retrieval
 - i. Ability to enable the audit logs for all transactions, including user accounts.
 - ii. Ability to configure the retention of the audit logs.
 - iii. Ability to retrieve the audit logs at will.

T2. INTERFACING REQUIREMENTS

- a. Interface to Central Financial System: The Company implemented Oracle EBS V12.2.5, the proposed system should provide an interface to the application for the following.
 - I. Flown and Sales Accounting: The accounting should be presented in a compatible format to the financial accounting system. Sales data should be customer-wise and should facilitate invoicing either in the proposed system or in Oracle EBS Accounts Receivable (AR) module. Flown data should be interfaced to detail level of flight and aircraft type to Oracle EBS General Ledger Module.

The data specification will be details at the requirement specification level but the bidder should state the availability of the interfaces or the capability to interface.

II. Master Data information: Interfacing of the chart of accounts, customer information, exchange rates should be available.

b. Interfacing to the Cargo Operations System: At the moment we are operating SkyChain system for cargo operations and the Company is looking at the options to upgrade. State the ability of interfacing the information from Cargo Operations System.

The data specification will be detailed at the requirement specification level but the bidder should state the availability and the capability of the interfaces.

c. Information for company dashboards: The Revenue Accounting system should be able to provide Sales and Flown accounting information for the company dashboard.

The data specification will be detailed at the requirement specification level but the bidder should state the availability and the capability of the interfaces.

In case of not hosted application, the bidder should state,

- The history of data available for dashboards or
- Ability of downloading the required information to another instance

T3. REPORTING AND DASHBOARD REQUIREMENTS

a. State the available reports. Mentioning of the most important reports including the reports listed under BUSINESS REQUIREMENT would suffice for the evaluation purposes.

b. State the dashboards available in the application or ability to download the statistical and financial information to dashboards.

T4. DATA MIGRATION REQUIREMENTS

G. The interested parties should describe the following regarding the data migration requirements.

- Available data migration options.
- Options available to upload the history.

T5. USER TRAINING AND SYSTEM SUPPORT REQUIREMENTS

a. User Training

- User Training should be carried out on Train the trainer basis.
- Implementation training schedule should be not less than 3 days training for minimum of 10 staff for each module.

b. System Support

- The bidder should have adequate staff with not less than 2 years' experience in the proposed system.
- The bidder should have the required equipment and facilities for system support for 05 years extendable for 07 years.
- The Support level agreements will be detailed and signed at the time of requirement specification, but the bidder should have support staff and facilities to support 24 X 7 for critical issues.

COMPLIANCE TO THE REQUIREMENTS

VENDOR shall submit separate Compliance Sheets for each Passenger Revenue Accounting and Cargo Revenue Accounting module, clearly indicating the compliance to all the points mentioned in this RFP starting from A1. 1., with remarks in the format given below. The points shall align with the RFP items in the same order, based on the module(s) quoted for. The Compliance Sheet together with any commitments made during the demonstration of the solution and subsequent discussions shall become a part of the contract.

Module Quoted For	Section Sub Section	Compliance (Full/Partial/Not)	Remarks
Passenger	A1. 1.	Fully Complied	
	A1. 2.	Partially complied	

Annexure. B-I: Price Schedule Form for Financial Option I - Fully Managed Service option for Passenger Revenue Accounting Module Provisioning of a Revenue Accounting System - Passenger Module for SriLankan Airlines - CPIT/ICB 14/2019 Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement and the system to be hosted at the vendor location.

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item N°	Description of Solution	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 of Passenger Revenue Accounting Module in Annexure A					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	Total one time cost for 5 years					
2.	Variable/Recurrent charges					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	Total Variable/Recurrent cost for 5 years					

3.	<u>Maintenance & Support</u>					
3.1	Maintenance & Support Cost of the system for the 1 st 3 years to meet the service levels stated in the Bid document.					
3.2	Maintenance & Support Cost for the 4 th year					
3.3	Maintenance & Support Cost for the 5 th year					
	Total Maintenance & Support cost for 5 years					
	All-inclusive total project cost for 5 years					

Payment term: Quarterly in arrears with 45 days credit from the invoice date.

Advance payment is not acceptable.

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.

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

Bid Validity:.....

Bid Security: Yes/ No

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

Implementation lead time:

Available locations for inspection of the proposed solution/service -

Method of payment :

Bank details :

Head Office :

Account Name :

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

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

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

Date : [insert date]

**Annexure. B-II : Price Schedule Form for Financial Option I - Fully Managed Service option for Cargo Revenue Accounting Module
Provisioning of a Revenue Accounting System - Cargo Module for SriLankan Airlines - CPIT/ICB 14/2019**

Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement and the system to be hosted at the vendor location.

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item N ^o	Description of Solution	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 of Cargo Revenue Accounting Module in Annexure A					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	Total one time cost for 5 years					
2.	<u>Variable/Recurrent charges</u>					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					

	Total Variable/Recurrent cost for 5 years					
3.	<u>Maintenance & Support</u>					
3.1	Maintenance & Support Cost of the system for the 1 st 3 years to meet the service levels stated in the Bid document.					
3.2	Maintenance & Support Cost for the 4 th year					
3.3	Maintenance & Support Cost for the 5 th year					
	Total Maintenance & Support cost for 5 years					
	All-inclusive total project cost for 5 years					

Payment term: Quarterly in arrears with 45 days credit from the invoice date.

Advance payment is not acceptable.

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.

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

Bid Validity:.....

Bid Security: Yes/ No

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

Implementation lead time:

Available locations for inspection of the proposed solution/service -

Method of payment :

Bank details :

Head Office :

Account Name :

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

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

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

Date : [insert date]

**Annexure. B-III : Price Schedule Form for Financial Option II - Outright purchase option for Passenger Revenue Accounting Module
Provisioning of a Revenue Accounting System - Passenger Module for SriLankan Airlines - CPIT/ICB 14/2019**

Outright purchase model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan premises.

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item N ^o	Description	Brand / Model	Unit of Measure	Qty	Unit Price	Total price	Remarks
1	Cost of the Solution which covers the mandatory Technical requirements of Passenger Revenue Accounting Module in Annexure A						
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						
2.	<u>Backend Hardware requirements for the solution with warranty, maintenance & support for 3 years</u>						
2.1	Servers		Each				Bidder to decide on the Quantity based on the proposed solution.
2.2	Fire Walls		Each				
2.3	Core Switches		Each				
2.4	Access Switches		Each				
2.5	Back-up Devices		Each				
2.6	Legacy Gate Ways		Each				

2.7	Monitoring Stations		Each				
2.8	KVM Switches		Each				Bidder to decide on the Quantity based on the proposed solution.
2.9	42U Server Racks		Each				
2.10	Any other Backend Hardware requirements - Please specify						
	Total cost of Hardware requirements to provision the solution with warranty, maintenance & support for 3 years						
			Unit of measure	Qty	Cost per month	Total cost	Remarks
3.	<u>Variable/Recurrent charges</u>						
3.1	System usage fee (if applicable)		Monthly	60			
3.2	Hosting charges (if applicable)		Monthly	60			
3.3	Communication charges (if relevant)		Monthly	60			
3.4	Any other requirements - Please specify		Monthly	60			
4.	<u>Maintenance & Support</u>						
4.1	Maintenance & Support of the system for the 1 st 3 years to meet the service levels stated in the Bid document.		Monthly	36			
4.2	Warranty, Maintenance & Support Cost for 4th year		Monthly	12			
4.3	Warranty, Maintenance & Support Cost for 5th year		Monthly	12			
	<u>Total variable recurrent cost for 5 years</u>						
	<u>All-inclusive total project cost for 5 years</u>						

Payment terms - with 45 days Credit form the Invoice date on the following basis,

- 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.

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.

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

Bid Validity:.....

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

Implementation lead time:

Available locations for inspection of the proposed solution/service -

Method of payment :

Bank details :

Head Office :

Account Name :

Period of Agreement : _years commencing from_____until _____
Price shall be fixed for the Term of the Agreement

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

Annexure. B-IV: Price Schedule Form for Financial Option II - Outright purchase option for Cargo Revenue Accounting Module

Provisioning of a Revenue Accounting System - Cargo Module for SriLankan Airlines - CPIT/ICB 14/2019

Outright purchase model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan premises.

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item N ^o	Description	Brand / Model	Unit of Measure	Qty	Unit Price	Total price	Remarks
1	Cost of the Solution which covers the mandatory Technical requirements of Cargo Revenue Accounting Module in Annexure A						
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						
2.	<u>Backend Hardware requirements for the solution with warranty, maintenance & support for 3 years</u>						
2.1	Servers		Each				Bidder to decide on the Quantity based on the proposed solution.
2.2	Fire Walls		Each				
2.3	Core Switches		Each				
2.4	Access Switches		Each				
2.5	Back-up Devices		Each				
2.6	Legacy Gate Ways		Each				
2.7	Monitoring Stations		Each				
2.8	KVM Switches		Each				Bidder to decide

2.9	42U Server Racks		Each				on the Quantity based on the proposed solution.
2.10	Any other Backend Hardware requirements - Please specify						
	Total cost of Hardware requirements to provision the solution with warranty, maintenance & support for 3 years						
			Unit of measure	Qty	Cost per month	Total cost	Remarks
3.	<u>Variable/Recurrent charges</u>						
3.1	System usage fee (if applicable)		Monthly	60			
3.2	Hosting charges (if applicable)		Monthly	60			
3.3	Communication charges (if relevant)		Monthly	60			
3.4	Any other requirements - Please specify		Monthly	60			
4.	<u>Maintenance & Support</u>						
4.1	Maintenance & Support of the system for the 1 st 3 years to meet the service levels stated in the Bid document.		Monthly	36			
4.2	Warranty, Maintenance & Support Cost for 4th year		Monthly	12			
4.3	Warranty, Maintenance & Support Cost for 5th year		Monthly	12			
	<u>Total variable recurrent cost for 5 years</u>						
	<u>All-inclusive total project cost for 5 years</u>						

Payment terms - with 45 days Credit form the Invoice date on the following basis,

- d) Hardware/Equipment : 40% on successful delivery & 60% on successful installation, commissioning & UAT acceptance of the System
- e) Installation & Commissioning : on successful installation, commissioning & acceptance of the System
- f) 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.

ANNEXURE C: Bid Security Declaration form

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

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

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

*Name of contract -- [insert name]

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

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

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

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

Name [insert printed or typed name]

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

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

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

-----[insert the issuing agency's name, and address of issuing branch or office]-----

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

Date : -----[insert (by issuing agency) date]

ANNEXURE D: Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into Contract No. -----[reference number of the contract] dated ----- with you, for the -----Supply of -----[name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

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

[signature(s)]

ANNEXURE E: Clientele Information Form

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

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

ANNEXURE F - SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

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

Between;

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

And

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

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

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

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

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR:

1.1 The Contractor shall:

1.1.1 Deliver Service/solution as more fully described in the Schedule in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule, to the locations more fully described in Schedule hereto according to the specifications provided in Annex ... (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.

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

- 1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.
- 1.2 In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of years from the date mentioned in the Commissioning and Acceptance Form in Annex for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedulewithout any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause and Schedule hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule where the Contractor fails to deliver the Service/solution as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.3 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase Service/solution which are similar to the Service/solution contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.

- 2.4 Have the right to inspect and reject the Service/solution (or any part thereof) provided under this Agreement if in its opinion it decides that such Service/solution (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Service/solution (or part thereof) after the Service/solution' arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Service/solution having previously been inspected and passed by SriLankan Airlines or its representative prior to the Service/solution delivery.
- 2.5 When the Service/solution are received to SriLankan Airlines stores, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Service/solution at the locations once commissioning and training is completed, and other required items/Service/solution specified in Schedule are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to Bidder/s within 5 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Service/solution by SriLankan Airlines, the Service/solution shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Service/solution may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Service/solution due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Service/solution are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.
- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Service/solution or any other Service/solution or services from any third party on whatsoever basis during the period of the Agreement.
- 2.8 In the event SriLankan Airlines in its opinion decide that the Service/solution are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Service/solution and:
- (i) refrain from making any payments pursuant to such Order made in respect of such Service/solution; and
 - (ii) either replace the rejected Service/solution with Service/solution meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) obtain substitute Service/solution for the rejected Service/solution and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule ... hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.

- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within days from the date of Commissioning and Acceptance in Annex The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favor, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.
- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: zaroosha.farook@srilankan.com

4. LIABILITY & INDEMNITY:

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

- e) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or willful misconduct.

5. INSURANCE:

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

6. NON-COMPLIANCE:

6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:

- a) Terminate this Agreement as per Clause 7 below:
- b) Charge the Contractor liquidated damages at the rate specified in Schedule 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. TERM & TERMINATION:

7.1 This Agreement shall be valid for a period of __ years commencing from _____ until _____ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.

7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 90 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 90 days' notice period.

7.3 SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Contractor does not:

- a) provide the Service/solution at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to this Agreement;
- b) comply with the requirements and/or notices of SriLankan Airlines; and/or
- c) perform, fails or is failing in the performance of any of its obligations under this Agreement.

7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:

- a) if the other party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;

- b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
 - d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
 - e) disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.
- 7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.
- 7.6 On termination of this Agreement the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Service/solution duly provided in accordance with the terms of this Agreement. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of this Agreement.
- 7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, Service/solution , as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar Service/solution procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

- 8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause of Schedule as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.
- 8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

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

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

9. GOVERNING LAW:

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

10. FORCE MAJEURE:

10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.

10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.

10.3 In the event the force majeure event relates to delivery of Service/solution by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical. And shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Service/solution shall be extended accordingly.

11. GENERAL:

11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.

11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.

11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.

- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorized 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 authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 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 authorized by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such fax or e-mail.

In the case of SriLankan Airlines to –

SriLankan Airlines Limited
.....
Bandaranaike International Airport,
Katunayake
Sri Lanka
Fax :
E-mail:
Attention:

In the case of the Contractor to -

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

For and on behalf of

Name:
Designation:

Name:
Designation:

Witness:

Name:
Designation:

Witness:

Name:
Designation:

ANNEXURE G: Bid Acknowledgement Form

IMPORTANT

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to bid closing date.

Invitation for submission of bids for Provisioning of a Revenue Accounting System (Passenger & Cargo Modules) for SriLankan Airlines, reference no: CPIT/ICB 14/2019 is hereby acknowledged

You may expect to receive our proposal on or before

.....

We do not intend to submit a proposal because

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

Signed :

Title :

Company :

Date :