



**STANDARD BIDDING DOCUMENT  
INTERNATIONAL COMPETITIVE BIDDING**

**INVITATION FOR SUBMISSION OF BIDS FOR THE  
SUPPLY & MAINTENANCE OF TYPE B MESSAGE SERVICES  
FOR  
SRILANKAN AIRLINES**

**IFB REFERENCE NO: CPIT/ICB 06/2019**

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

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Dear Sir/Madam,

**IFB NO: CPIT/ICB 06/2019**

**INVITATION FOR BIDS FOR THE SUPPLY & MAINTENANCE OF TYPE B MESSAGE SERVICES FOR SRILANKAN AIRLINES.**

SriLankan Airlines hereby invites tenders for the Supply & Maintenance of Type B Message Services for SriLankan Airlines. The bid document is attached herewith.

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

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

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

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

Yours Faithfully,

**SENIOR MANAGER COMMERCIAL PROCUREMENT  
SRILANKAN AIRLINES LTD**

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BID ACKNOWLEDGEMENT FORM

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

IFB NO: CPIT/ICB 06/2019

INVITATION FOR BIDS FOR SUPPLY & MAINTENANCE OF TYPE B MESSAGE SERVICES FOR  
SRILANKA.

Download of your ..... is hereby acknowledged

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

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

We do not intend to submit a proposal because .....

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

Signed : .....

Title : .....

Company : .....

Date : .....

## Section I. Instructions to Bidders (ITB)

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

### General

#### 1. Scope of Bid

1.1. SriLankan Airlines issues these Bidding Documents for a Supply & Maintenance of Type B Massage Services for SriLankan Airlines as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.

1.2. Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by e-mail, fax post or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.

#### 2. Ethics, Fraud and Corruption

2.1. The attention of the bidders is drawn to the following guide lines published by the National Procurement Commission of Sri Lanka:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

2.2. SriLankan Airlines requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of SriLankan Airlines to establish bid prices at artificial, noncompetitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the procurement process or affect the execution of a contract.

2.3. If SriLankan Airlines find any unethical practices as stipulated under ITB Clause 2.2, SriLankan Airlines will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

### **3. Eligible Bidders**

3.1 All bidders shall possess legal rights to supply the services under this contract.

3.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or
- (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

3.3 A Bidder that is under a declaration of ineligibility by the National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPC, [www.nprocom.gov.lk](http://www.nprocom.gov.lk)

### **4. Eligible Goods and Related Services**

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

## Contents of Bidding Documents

### 5. Sections of Bidding Documents

5.1 The Bidding Documents consists of all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 7.

- Invitation for Bids
- Bid Acknowledgement Form
- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Schedule of Requirements
- Section VI - Technical/ General Specifications & Compliance Sheet
- Section VII - Draft Contract and Performance Security

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact SriLankan Airlines in writing at the SriLankan Airlines' e-mail address **specified in the BDS**. SriLankan Airlines will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. Should SriLankan Airlines deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7.

### 7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, SriLankan Airlines may amend the Bidding Documents by issuing addendum.

7.2 Any addendum issued shall be part of the Bidding Documents and shall be published in newspapers, uploaded to SriLankan Airlines website and will be communicated to prospective bidders who have forwarded the Bid acknowledgement form.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

## **Preparation of Bids**

### **8. Cost of Bidding**

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

### **9. Language of Bid**

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

### **10. Documents Comprising the Bid**

10.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13 and 14;
- (b) Bid Security , in accordance with ITB Clause 19;
- (c) documentary evidence in accordance with ITB Clauses 17 and 28, that Goods and Related Services conform to the Bidding Documents;
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

### **11. Bid Submission Form and Price Schedules**

11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### **12. Alternative Bids**

12.1 Alternative bids shall not be considered.



### 13. Bid Prices and Discounts

- 13.1 There will be ONLY ONE ROUND of bidding. However, SriLankan Airlines reserves the right to negotiate with the lowest evaluated, substantially responsive Bidder(s).
- 13.2 The Bidder shall indicate on the Price Schedule (Annex B) the unit prices of the goods/services it proposes to supply under the Contract.
- 13.3 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 13.4 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award more than one Contract shall specify the applicable price reduction separately.
- 13.5 Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
- (i) However, VAT shall not be included in the price but shall be indicated separately;
  - (ii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
  - (iii) the price of other incidental services
- 13.6 The Prices quoted by the bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 30.
- 13.7 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

## **14. Currencies of Bid**

14.1 The Bidders shall quote in USD or in Sri Lanka Rupees.

## **15. Documents Establishing the Eligibility of the Bidder**

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

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

16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods confirm to the technical specifications and standards specified in Section V, Schedule of Requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of samples, a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

## **17. Documents Establishing the Qualifications of the Bidder**

17.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to SriLankan Airlines' satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) And, that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## **18. Period of Validity of Bids**

18.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by SriLankan Airlines as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity date, SriLankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **19. Bid Declaration**

- 19.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annex C.
- 19.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 19.1, Shall be rejected by Sri Lankan Airlines as non-responsive.
- 19.3 Bid Securing Declaration may be executed:
- (a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission from, except as provided in 1TS Sub-Clause 24.1 or
  - (b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TS Sub-Clause 27.1
  - (c) If the successful Bidder fails to :
    - (i) Sign the contract in accordance security with 1TB Sub-Clause 40;
    - (ii) Furnish a performance Security in accordance with 1TB Clause 41;

## **20. Format and Signing of Bid**

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

## **Submission and Opening of Bids**

### **21. Submission, Sealing and Marking of Bids**

- 21.1 Bidders may always submit their bids by post/ courier or by hand.
- (a) Bidders submitting bids by post/ courier or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelope as “ORIGINAL” and “COPY”. These envelopes containing the original and the copy shall then be enclosed in one single envelope.
  - (b) Completed Technical (un-priced) and Financial (priced) proposal should be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 06/2019 and the Bidding Company’s name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope.

(c) The bidder shall submit the proposals for financial options in the price schedule form attached at Section IV - Annex B:

- 1) Option 1 - Type B message Services - Minimum Commitment of 01 Million Characters per Month (MCM) for 3 years
- 2) Option 2 - Type B message Services - Minimum Commitment of 100 Million Characters per Month (MCM)
- 3) Option 3 - Type B message Services - Minimum Commitment of 250 Million Characters per Month (MCM) for 3 years
- 4) Option 4 - Type B message Services - Minimum Commitment of 450 Million Characters per Month (MCM) for 3 years
- 5) Option 5 - Type B message Services - Minimum Commitment 500 Million Characters per Month (MCM) for 3 years

21.2 The inner and outer envelopes shall:

- (a) Bear the name and the address of the Bidder;
- (b) Be addressed to SriLankan Airlines in accordance with ITB Sub-Clause 22.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1.

If all envelopes are not sealed and marked as required, SriLankan Airlines will assume no responsibility for the misplacement or premature opening of the bid.

## **22. Deadline for Submission of Bids**

22.1 Bids must be received by SriLankan Airlines at the address and no later than the date and time specified in the BDS.

22.2 SriLankan Airlines may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of SriLankan Airlines and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23. Late Bids**

23.1 SriLankan Airlines shall not consider any bid that arrives after the deadline for the submission of bids, in accordance with ITB Clause 22. Any Bid received by SriLankan Airlines after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## **24. Withdrawal, and Modification of Bids**

24.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice, All notices must be;

- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, or “MODIFICATION”, and
  - (b) Received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **25. Bid Opening**

- 25.1 SriLankan Airlines shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of SriLankan Airlines. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening, Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as SriLankan Airlines may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 23.1.
- 25.4 SriLankan Airlines shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet.

## **Evaluation and Comparison of Bids**

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence SriLankan Airlines in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub- Clause 26.2, if any Bidder wishes to contact SriLankan Airlines on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison and post- qualification of the bids, SriLankan Airlines may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to request by SriLankan Airlines shall not be considered for purpose of evaluation. SriLankan Airlines' request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SriLankan Airlines in the Evaluation of the bids, in accordance with ITB Clause 29.

### **28. Responsiveness of Bids**

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

## **29. Non-conformities, Errors, and Omissions**

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

## **30. Preliminary Examination of Bids**

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

### **31. Examination of terms and Conditions; Technical Evaluation**

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

### **32. Conversion to Single Currency (if applicable)**

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

### **33. Evaluation of Bids**

- 33.1 SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 33.
- 33.3 To evaluate a Bid, SriLankan Airlines shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 13;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
  - (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and 13.3
- 33.4 SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub- Clause 33.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and related Services.



#### **34. Comparison of Bids**

34.1 SriLankan Airlines shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.

SriLankan Airlines reserves rights to negotiate with the lowest evaluated Bidder(s), in the unlikely event of tie, even after negotiation with the lowest Bidder(s), SriLankan Airlines reserves rights to request the tied Bidders to jointly supply, giving preference to the lower quoted Bidder.

#### **35. Post qualification of the Bidder**

35.1 SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

35.1 After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 34.1, SriLankan Airlines shall carry out the post-qualification of the Bidder in accordance with post qualification of the Bidder, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Audited financial statements for the last 03 years

(b) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

Partnership Agreement or such other relevant documents.

Current clientele for the similar services offered with reference letters and reference contacts.

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

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

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

## **Award of Contract**

### **37. Award Criteria**

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

### **38. SriLankan Airlines' Right to Vary Quantities at Time of Award**

38.1 At the time the Contract is awarded, SriLankan Airlines reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

### **39. Notification of Award**

39.1 Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.

39.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 41, SriLankan Airlines will promptly notify each unsuccessful Bidder.

### **40. Signing of Contract**

40.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.

40.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

### **41. Performance Security**

41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex G.

41.2 Failure of the successful Bidder to submit the above mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid- Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are - Supply and Maintenance of Type B Message Services for SriLankan Airlines. (IFB No. <b>CPIT/ICB 06/2019</b> )
	<b>B. Contents of Bidding Documents</b>
<b>ITB 6.1</b>	For <u>Clarification of bid purposes</u> only:  <u>SriLankan Airlines contact details</u>  Mailing address: SriLankan Airlines Limited Commercial Procurement Department (IT Procurement) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka  Tel : +94 (0) 197332666  Fax : +94 (0) 197335218  E-mail : <a href="mailto:sarath.jayathunga@srilankan.com">sarath.jayathunga@srilankan.com</a> <a href="mailto:sampath.sudasinghe@srilankan.com">sampath.sudasinghe@srilankan.com</a>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1 (e)</b>	The Bidder shall submit the following additional documents: 1. Company profile 2. Statement of compliance - Section VI - Annex E 3. Clientele Information Form - Section VI - Annex F
<b>ITB 11.1 (e)</b>	The Bidder shall fill and submit the following <u>Compulsory Forms in Section IV</u> .  1. Bid Submission Form - Annex A 2. Price Schedule - Annex B 3. Bid Securing Declaration - Section IV - Annex C
<b>ITB 18.1</b>	The bid shall be valid for 180 from the bid closing date.
<b>ITB 19.1</b>	Bid shall include Bid Security Declaration using the form included in Section IV - Annex C.

	<b>D. Submission and Opening of Bids</b>
ITB 21.2(c)	The inner and outer envelopes shall bear the following identification marks: - Supply and Maintenance of Type B Message Services for SriLankan Airlines. IFB No. <b>CPIT/ICB 06/2019</b>
ITB 22.1	For bid submission purposes, SriLankan Airlines' address is: Attention : Senior Manager Commercial Procurement Address : Commercial Procurement Department, SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.  The following details of the bidder who wishes to hand deliver bids or participate for bid opening should be submitted to the e-mail address : sampath.sudasinghe@srilankan.com one day in advance to arrange security clearance: 1) Company Name : 2) Name/NIC No of the participants : (Maximum 02 participants) 3) Driver's Name /NIC No (if any) : 4) Details of the vehicle (if any): 5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.
	The deadline for the submission of bids is: Date : 15 <sup>th</sup> October 2019 Time: 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
ITB 25.1	The bid opening shall take place at: Address: SriLankan Airlines ltd, Airline Centre, BIA, Katunayake, Sri Lanka. Date: 15 <sup>th</sup> October 2019 Time: 11.15 a.m. Sri Lankan time (GMT +5:30 Time Zone)
	<b>E. Evaluation and Comparison of Bids</b>
ITB 33.4	The following factors and methodology will be used for evaluation: Minimum Eligibility Criteria and Evaluation criteria stipulated in Section III.

### Section III. Evaluation and Qualification Criteria

#### Minimum Eligibility Criteria

- I. The proposal itself should comply fully with IATA Type B messaging standard and its related protocols.
- II. The bidder should provide evidence in the experience related to providing Type B platform to aviation industry.
- III. The supplier shall have a sound track record of implementing projects in similar capacity and minimum of three success cases are required to be produced during the evaluation process.

#### Evaluation Criteria

- I. Total final cost of the project for 3 years
- II. Credit terms better than specified
- III. Compliance to all Technical requirements in Section VI
- IV. Availability of direct links to deliver type B messages to the addresses specified in table 3 in Annex D.
- V. Direct links to key host systems specified in table 4, Annex D.
- VI. Implementation lead time one month or better

## Section IV. Bidding Forms

### Table of Forms

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Price Schedule/Rate Sheet - Annex B .....	Page 25
Bid Security Declaration Form - Annex C .....	Page 26

## Section IV - Annex A

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

### Bid Submission Form

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

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

No: *[insert number of bidding process]*

To: SriLankan Airlines Ltd

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services.
- (c) The total price of our Bid without VAT, including any discounts offered is:
  - 1) Option 1 - Range from 1-100 Million Characters per Month (MCM)  
(Minimum commitment 01 MCM) : *[insert the bid price in words and figures]*;
  - 2) Option 2 - Range from 1-100 Million Characters per Month (MCM)  
(Minimum commitment 100 MCM) : *[insert the bid price in words and figures]*;
  - 3) Option 3 - Range from 1-250 Million Characters per Month (MCM)  
(Minimum commitment 250 MCM) : *[insert the bid price in words and figures]*;
  - 4) Option 4 - Range from 1-450 Million Characters per Month (MCM)  
(Minimum commitment 450 MCM) : *[insert the bid price in words and figures]*;
  - 5) Option 5 - Range from 1-500 Million Characters per Month (MCM)  
(Minimum commitment 500 MCM) : *[insert the bid price in words and figures]*;

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

- (d) The total price of our Bid including VAT, and any discounts offered for 03 years is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the National Procurement Commission;

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert the date of signing]*



**Section IV - Annex B : Price Schedule Form**  
**Reference No: CPIT/ICB 06/2019**  
**Proposals for Supply & Maintenance of Type B Message Services for 03 Years**

Name of the Bidder : .....

Name of the Principal : .....

Name of the Manufacturer : .....

Line Item No	Description /Range	Unit of Measure	Minimum Commitment (MCM)	Total cost for Minimum Commitment per month (USD)	Unit rate for additional Usage per MCM (USD)	Remarks
1	From 1 - 100 MCM	MCM*	01			
2	From 1 - 100 MCM	MCM*	100			
3	From 1 - 250 MCM	MCM*	250			
4	From 1 - 450 MCM	MCM*	450			
5	From 1 - 500 MCM	MCM*	500			

\*MCM - Million Characters per Month

Payment terms - Monthly in arrears over the 3 year period with 45 days Credit form the Invoice date.-  
**Please confirm.**

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.

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 :

Section IV - Annex C

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

**Bid-Securing Declaration**

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

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

\*Name of contract -- [insert name]

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

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

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

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title] Name [insert printed or typed name]

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

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

**Section V - Schedule of Requirements**

**Supply & Maintenance of Type B Message Services for 03 Years**

Line Item #	Description of Goods/service	Qty	Unit of Measure	Remarks
1	Range 1	Minimum Commitment of 01 MCM	MCM	
2	Range 2	Minimum Commitment of 100 MCM	MCM	
3	Range 3	Minimum Commitment of 250 MCM	MCM	
4	Range 4	Minimum Commitment of 450 MCM	MCM	
5	Range 5	Minimum Commitment of 500 MCM	MCM	

MCM - Million Characters per Month

## Section VI - Technical/General Specifications & Compliance Sheet

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

### 1. Background

SriLankan Airlines Ltd. (SLAL) the national carrier of Sri Lanka, has been incorporated type B service in many aspects for its operational requirements. Majority of SLAL Type B messaging is used for communication between Altea Reservation / Departure Control System (DCS), SkyChain, AIMS, AIRCOM, Immigration/Emigration/ Boarder Control Authorities, Ground handling agents (local & overseas), Global Distribution Systems (GDS) etc.

At present there are 70+ type b addresses in active mode and they have been used at different departments and locations such as flight operations, airport, cargo operations engineering, reservations etc. Each overseas airport destination has allocated one type B address to communicate operational related information/updates with head office. SITATEX client and type B to SMTP mapping have been used to send and receive messages. For other host addresses, relevant routing has been configured at the service provider level.

Monthly type B traffic usage varies between 475 - 525 million characters (MCM) in average and majority of them belongs to host-to-host communications. Type B messages where the recipient is defined in other networks such as Amadeus and ARINC, are routed through direct links established with SITA network.

### 2. Statement of Purpose

The purpose of this RFP is to find a suitable service provider/s who has the capability to provide Type B messaging service for 3 years period starting from 01-11-2019 complying to the stipulated specifications mentioned in preceding sections.

### 3. Scope of Work

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

- 3.1 The proposal should cover end-to-end delivery of type B messages for the addresses given by SriLankan Airlines either through its directly connected links or via messaging gateways where other type B service providers are connected
- 3.2 To provide gateway connectivity to other Type B networks/Hosts - SITA, ARINC, AMADEUS, Mercator, Sabre, GDS etc. in terms of delivering operationally critical messages such as ATC, AIRCOM server, aircraft status updates, handling agent related messages etc.
- 3.3 To provide an application (Web is preferred) to view/compose/edit and send Type B messages
- 3.4 To provide a portal access to view/analyze real time Type B usage
- 3.5 Access to be available through different client systems/portals such as web, soft client such as SITATEX, telex machine.

3.6 The suppliers messaging system should have the capability to map, deliver and receive the type B messages to other messaging platforms such as email, X400 etc.

#### **4. Outcome and performance standards**

- 4.1 The service should strictly follow the IATA Type B messaging standard and related protocols.
- 4.2 Network transit time in the message switch fabric should be in the order of seconds and it should have end-to-end guaranteed delivery. If the recipient is not available, then the messages shall be stored by the service until delivered
- 4.3 All type B messages are required to be retained for minimum of seven days by the service itself for investigation purposes and future reference
- 4.4 Four levels of priority shall be included in the proposal: highest, operationally urgent, normal and deferred. This will provide the flexibility to the sender an option to prioritize type B messages based on the requirement.

#### **5 Deliverables**

- 5.1 Fully fledged type B infrastructure network consisting both hardware and software to route type B messages among different hosts and entities in Airline domain based on the operational requirements specified by SriLankan Airlines.
- 5.2 Direct links established to key type B destinations that belong to boarder control authorities, customs etc. (Table 3, Annex D)
- 5.3 Application either client server or web based to view, edit and compose type B messages
- 5.4 Online portal to access type B usage in real time and to generate analytical reports
- 5.5 Any supplier can submit a proposal for full scope or part as given in RFP document.

#### **6 Terms and conditions**

- 6.1 Service availability 24 hours per day, 7 days a week with local staff to carry out necessary installations and maintenance tasks where appropriate.
- 6.2 Help desk support on 24 hours per day, 7 days a week basis to report service faults, configuration/routing changes, handling new service activations/terminations and obtaining technical advice and guidance whenever necessary
- 6.3 Supplier shall intervene and coordinate directly with other peering entities to facilitate the requirements on behalf of SLAL in case of new service provisioning, maintenance and troubleshooting/investigating requirements which lies beyond the supplier's network.

#### **7 Payments, incentives, penalties**

- 7.1 Payments will be on monthly basis for the usage of Type B messages
- 7.2 It is required to include fixed and variable (usage based) components separately in monthly invoice with appropriate break downs
- 7.3 Supplier shall present an attractive pricing schedule with clear break downs for installations, software, hardware, and for all other applicable components in the proposal separately
- 7.4 Please submit your best pricing for following options. SLAL will evaluate and decide most cost-effective option. The best mix of Type B messaging providers will be selected depending on the availability of the services and the cost.

7.4.1 Flat fee for minimum commitment options of 01, 100, 250, 450 and 500MCM to be proposed. The unit rates are required for additional MCM under each commitment category. The flat fee should incorporate total type B charges including connections and address charges.

7.4.2 Please provide the standard rates separately irrespective of volume of characters. This shall include the connections and address charges if appropriate.

7.5 Charges for other components such as client (Ex. SITATEX SDK).

## **8 Contract terms and condition**

8.1 Contract period will be three years with provision to extend the services for minimum of another 2 year period on annual subscription renewal basis.

8.2 All services covered under proposal shall include in the agreement and the supplier shall provide a draft format to SLAL for internal review and make necessary amendments. Once finalized, the agreement will be signed by authorized signatories from both parties.

## **9 Evaluation and award process**

### **9.1 Minimum eligibility criteria**

9.1.1 The proposal itself should comply fully with IATA Type B messaging standard and its related protocols.

9.1.2 The supplier should have a minimum of 10 years industrial exposure in terms of type B infrastructure establishments and relevant expertise in air transportation domain.

9.1.3 The supplier shall have a sound track record of implementing projects in similar capacity and minimum of three success cases are required to be produced during the evaluation process.

### **9.2 Evaluation criteria**

9.2.1 Total final cost of the project for 3 years

9.2.2 Credit terms better than specified

9.2.3 Compliance to all Technical requirements in Section VI.

9.2.4 Availability of direct links to deliver type B messages to the addresses specified in table 3 in Annex D.

9.2.5 Direct links to key host systems specified in table 4, Annex D

9.2.6 Implementation lead time one month or better

Annex D.

- Table 1: Type B - SMTP mapped addresses

#	Type b Address	email
1	CANKDUL	<a href="mailto:Can.apt@srilankan.com">Can.apt@srilankan.com</a>
2	MAAFFUL	<a href="mailto:maacgoops@srilankan.com">maacgoops@srilankan.com</a>
3	MAAKDUL	<a href="mailto:Ul_maaspr@srilankan.com">Ul_maaspr@srilankan.com</a>
4	PEKKDUL	<a href="mailto:Bjs.apt@srilankan.com">Bjs.apt@srilankan.com</a>
5	COKKDUL	<a href="mailto:ulcokapt@srilankan.com">ulcokapt@srilankan.com</a>
6	DELKDUL	<a href="mailto:delkd@srilankan.com">delkd@srilankan.com</a>
7	DMMKDUL	<a href="mailto:Ul_dmmapt@srilankan.com">Ul_dmmapt@srilankan.com</a>
8	DOHKDUL	<a href="mailto:Doh.apt@srilankan.com">Doh.apt@srilankan.com</a>
9	HDQFAUL	<a href="mailto:HDQFAUL@emirates.com">HDQFAUL@emirates.com</a>
10	PVGKDUL	<a href="mailto:Sha.apt@srilankan.com">Sha.apt@srilankan.com</a>
11	RUHFSUL	<a href="mailto:ruhcargo@srilankan.com">ruhcargo@srilankan.com</a>
12	RUHKDUL	<a href="mailto:Ul_ruhapt@srilankan.com">Ul_ruhapt@srilankan.com</a>
13	CMBADUL	<a href="mailto:Cargo.portal@srilankan.com">Cargo.portal@srilankan.com</a>
14	CMBBMUL	<a href="mailto:cmbbmul@srilankan.com">cmbbmul@srilankan.com</a>
15	CMBDGUL	<a href="mailto:cmbdgul@srilankan.com">cmbdgul@srilankan.com</a>
16	CMBEEUL	<a href="mailto:Lineduty.eng@srilankan.com">Lineduty.eng@srilankan.com</a>
17	CMBKUUL	<a href="mailto:NOMAD@srilankan.com">NOMAD@srilankan.com</a>
18	CMBOOUL	<a href="mailto:FCC@srilankan.com">FCC@srilankan.com</a>
19	CMBRCUL	<a href="mailto:Res_services@srilankan.com">Res_services@srilankan.com</a>
20	CMBRPUL	<a href="mailto:CMBPTA@srilankan.com">CMBPTA@srilankan.com</a>
21	CMBVTUL	<a href="mailto:tls@srilankan.com">tls@srilankan.com</a>

- Table 2: Addresses at SITATEX

Index	Telex Address
1	CMBORUL
2	CMBOQUL
3	CMBGOUL
4	CMBEEUL
5	CMBEMUL
6	CMBGGUL
7	CMBKDUL
8	CMBKZUL
9	CMBARUL
10	CMBKCUL
11	CMBFEUL
12	CMBLLUL
13	HDQFCUL
14	CMBFYUL
15	CMBFKUL
16	CMBOOUL
17	CMBKLUL
18	CMBFIUL
19	CMBFLUL
20	CMBDGUL
21	CMBFSUL
22	CMBKJUL
23	CMBOSUL
24	CMBKYUL
25	CMBKGUL
26	CMBTPUL
27	CMBKPUL
28	CMBKSUL
29	CMBKWUL



30	CMBKNUL
31	CMBKXUL
32	CMBLZUL
33	CMBXOUL
34	CMBXVUL
35	CMBACUL

- Table 3: Recipient addresses which requires direct links to deliver messages

#	Type b address	Description
1	CMBC12X	SriLankan Immigration
2	FABINXS	Indian Immigration
3	DELINXS	Indian Immigration
4	LONBCCR	Custom Clearance
5	PAREP7X	Euro Control
6	BRUEP7X	Euro Control

- Table 4: Key peering host systems

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

Annex E.

General and Technical Compliance Matrix.

Table 1: General Specifications

Index	Description	YES/ NO (Please do not leave any blank cells)	Remarks
1	Service availability of 24 hours per day, 7 days a week		
2	Help desk support on 24/7 basis and availability of effective escalation matrix to report faults and handle changes and new service requirements		
3	End-to-end coordination of other service providers in case of new service provisions, fault escalation which are beyond the supplier's network		
4	Providing a pricing schedule according to the terms and conditions specified in section 7		
5	Extendibility of the contract upon expiry years and providing the pricing details on annual basis		
6	Clear separation and break down of type B usage charges and fixed components of the total solution in monthly bill		

Table 2: Technical Specifications

Index	Description		Remarks
1	Fully compliance of the proposal with IATA Type B messaging standard and its related protocols.		
2	100% message delivery success with 7 days minimum retention period		
3	Availability of four levels of priority: highest, operationally urgent, normal and deferred		
4	Direct link availability to the other peering hosts, systems and type B providers specified under table 4, Annex D		
5	Direct link availability to the regulator authorities specified under table 3, Annex D		
6	Availability of application to edit, view and compose type B messages		
7	Online portal to monitor type B usage and to generate analytical reports		
8	Availability of SITATEX SDK or compatible service to carry out integrations with other host systems		
9	Providing necessary hardware, software and required connections on behalf of UL which require to implement the proposed solution.		
10	Testing, monitoring and coordinating with telecommunication operators where necessary to ensure the reliability of the service and meet service levels as specified in the SLA		
11	Integration capability of the solution with other systems, entities as specified in item 4.5 in section 4.		

**Section VI - General Specifications**

- I. Supplier” means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the supplier is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the proposal to avoid rejection of the proposal.
- II. The supplier should arrange product demonstration at SriLankan Airlines premises at the evaluation stage. All applicable expenses including airfare should be borne by the bidder.
- III. The supplier need to perform a Proof of concept (POC) of the proposed system/solution. All applicable expenses including airfare should be borne by the bidder.
- IV. If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines’ personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses excluding airfare (airfare means- SriLankan Airlines’ destinations only) shall be borne by the bidder.
- V. All other on-site & off-site expenses & all incidental expenses related to the project implementation, maintenance & support etc. within the 5 year contract period, excluding Airfare (airfare means-SriLankan Airlines’ destinations only) should be borne by the bidder.
- VI. If accepted, it is mandatory that the supplier signs the Contract Agreement - Section VII.
- VII. In order to ensure continuity of supply of Goods & Services to SriLankan Airlines in the event of a disruption to bidder’s operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- VIII. Upon delivery and/ or completion of installation of the system/solution, SriLankan Airlines shall perform User Acceptance Tests (UAT) to determine that the goods/service is operating in conformance with SriLankan Airlines ’s published performance specifications for the goods/service and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.
- IX. If SriLankan Airlines find that the delivered goods/service does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the goods/service to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the goods/service is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.
- X. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Goods and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of local agent.
- XI. Advance payment is not acceptable. 30 days credit from the date of commissioning and acceptance by UL is required.
- XII. Liquidated Damages  
The Contractor shall pay liquidated damages as follows:

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

Section VI - Annex F : 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

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

## Section VII - Draft Contract

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

- 1.2 In the event any of the 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 for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedule .... without any cost to SriLankan Airlines.

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

### **3. INVOICING & PAYMENT:**

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule ..... hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within ..... days from the date of Commissioning and Acceptance. The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall 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 favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.

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

#### **4. LIABILITY & INDEMNITY:**

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

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

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

In the case of the Contractor to -

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

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

For and on behalf of

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Witness:  
  
Name:  
Designation:

\_\_\_\_\_  
Witness:  
  
Name:  
Designation:



**Section VII - Annex G : 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)]