



INVITATION FOR BIDS

DEPLOYMENT OF HYBRID BAGGAGE DROPS AS A MANAGED SERVICE AT BANDARANAIKE INTERNATIONAL AIRPORT (BIA)

REFERENCE NO: CPIT/ICB/02/2024

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

Dear Sir/Madam,

IFB NO: CPIT/ICB/02/2024

**INVITATION FOR BIDS FOR DEPLOYMENT OF HYBRID BAGGAGE DROPS AS A
MANAGED SERVICE AT BANDARANAIKE INTERNATIONAL AIRPORT (BIA).**

SriLankan Airlines hereby invites tenders for the Deployment of the Hybrid Baggage Drops as a Managed Service at Bandaranaike International Airport (BIA) for a period of 05 years. The bid document is attached herewith.

Bid should be submitted in a **sealed envelope** with the ICB number 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 21 August 2024.

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

Any inquiry/clarification about the Tender should be e-mailed to harenis@srilankan.com and tharaka.hindurangalage@srilankan.com to reach on or before 15 July 2024.

Bids will be opened at 11.15a.m. (Sri Lankan time: GMT +0530) on 21 August 2024 at SriLankan Airlines, 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, one day in advance of the Bid closing date, for the arrangement of Security clearance.

Yours Faithfully,

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

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

A: General	
1. Scope of Bid	<p>1.1 The Purchaser named in the Data Sheet invites you to submit bids for the supply of Service/solution as specified in Section III - Schedule of Requirements for use at SriLankan Airlines Ltd.</p> <p>Upon receipt of this invitation, you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders • Section II. Data Sheet • Section III. Schedule of Requirements • Sections IV. Bids Submission Form • Section V. General Conditions • Annexure A: Technical/General Specifications & Compliance sheet • Annexure B: Price schedule Form • Annexure C: Bid Security Declaration Form • Annexure D: Performance Security Form • Annexure E: Clientele Information Form • Annexure F: Sample Contract Agreement • Annexure G: Bid Acknowledgement Form • Annexure H: Vendor Information Form • Annexure I: Non-Disclosure Agreement
C: Preparation of Bids	
3. Documents Comprising your Bid	<p>3.1 The Bid should comprise the following mandatory documents:</p> <ul style="list-style-type: none"> • Sections IV - Bid Submission Form. • Annexure A: Technical/General Specifications & Compliance sheet • Annexure B: Price Schedule Form • Annexure C: Bid Security Declaration Form • Annexure D: Performance Security Form • Annexure E: Clientele Information Form • Annexure H: Vendor Information Form • Annexure I: Non-Disclosure Agreement • Audited financial statements for the last 03 years (Clause 20)
4. Bid Submission Form and Technical/ General Specifications & Compliance form	<p>4.1 The Bidder shall submit the Bids Submission Form using the form furnished in SECTION IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled in with the information requested.</p>

5. Prices	<p>5.1 Unless stated in the Data Sheet, all items must be priced separately in the Price Schedule Form at Annexure B.</p> <p>5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids.</p> <p>5.3 Prices quoted by the bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	<p>6.1 The bidders shall quote in USD or Sri Lankan Rupees (LKR). If a Local bidder submits a proposal in USD the relevant exchange rate applicable (CBSL) for the payment in LKR should be clearly indicated in the price schedule form (Annex B).</p> <p>If the proposal is submitted in foreign currency, SriLankan Airlines shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates as published by the Central Bank of Sri Lanka prevailed at the date of closing of bids for comparison & evaluation purposes. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.</p>
7. Documents to Establish the Conformity of the Services	<p>7.1 The Bidder shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Service/solution in Sri Lanka.</p>
8. Period of Validity of bids	<p>8.1 Bids shall remain valid for a period of one hundred eighty (180) days after the bid submission deadline date. If the full validity period is not properly indicated, SriLankan Airlines reserves the right to obtain re-confirmation from the bidder that the Bid is valid until the date specified above.</p> <p>8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.</p>
9. Bid Security Declaration	<p>9.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure E (Mandatory).</p> <p>9.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 8.1, Shall be rejected by Sri Lankan Airlines as non-responsive.</p> <p>9.3 Bid Securing Declaration may be executed:</p> <p>(a) If a Bidder withdraws its bids during the period of Bid validity specified by the Bidder on the Bid Submission form, except as provided in 1TB Sub-Clause 8.2 or</p> <p>(b) If a Bidder does not agree to correctable of arithmetical errors pursuant to 1TB Sub-Clause 15.3</p> <p>(c) If the successful Bidder fails to :</p> <p>i) Sign the contract in accordance with security with 1TB Sub-Clause 23.3;</p> <p>(ii) Furnish a performance Security in accordance with 1TB Clause 24;</p>

10. Format and Signing of Bids	10.1 The bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D: Submission and Opening of Bids	
11. Submission of Bids	<p>11.1 Bidders shall submit their bids by registered post, courier, or by hand in a sealed envelope.</p> <p>11.2 The bidder shall submit the proposals in the price schedule forms attached in Annexure D.</p> <p>11.3 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows. "Bid for the Deployment of Hybrid Baggage Drops as a Managed Service at Bandaranaike International Airport (BIA). (CPIT/ICB/02/2024)"</p> <p>11.4 The bidder shall submit the proposals in the price schedule forms attached in Annexure D.</p> <p>11.5 Completed Technical (unpriced) and Financial proposal (priced) should be submitted in two separate sealed envelopes with the tender reference no. CPIT/ICB/02/2024 and the Bidding Company's name and the type of proposal (Technical or Financial) are clearly marked on the top left corner of the envelope. Then the separate envelopes containing the Technical and Financial proposals shall be enclosed and submitted in one single sealed envelope.</p> <p>The Technical envelop/PDF document should contain:</p> <ul style="list-style-type: none"> • The Technical proposal (un-priced) along with all related technical brochures & supporting documents. • Audited financial statements for the last 03 years (Clause 20) <p>The Financial envelop/PDF document should contain:</p> <ul style="list-style-type: none"> • The Financial proposal (priced) based on Price Schedule Form in Annex B. • Bid Submission form (Section IV) • Bid Securing Declaration (Annex C) • Vendor Information form (Annex H) <p>11.6 If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance. Refer to section II, Data Sheet, Clouse 16.2 for contact details.</p> <p>Please provide the following details of the participants for the Bid opening, through email: harenis@srilankan.com by 8.30 a.m. on 20 August 2024 Sri Lankan time GMT +5:30 Time Zone) in order to organize the Security passes to enter SriLankan premises:</p> <ol style="list-style-type: none"> 1) Company Name: 2) Name/NIC No of the participants: (Maximum 01 participant) 3) Driver's Name /NIC No (if any): 4) Details of the vehicle (if any): 5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.

12. Deadline for Submission of Bids	12.1 Bids must be received by the Purchaser to the address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
13. Late Bids	13.1 The Purchaser shall reject any bids that arrive after the deadline for submission of bids in accordance with ITS Clause 11.1 above.
14. Opening of Bids	<p>14.1 The Purchaser shall conduct the opening of the quotation in the Presence of the Suppliers at the address, date, and time specified in the Data Sheet.</p> <p>14.2 A representative of the bidders may be present and mark its attendance.</p> <p>14.3 The presence of the supplier will not necessarily ensure the selection of the proposed goods.</p>
E: Evaluation and Comparison of Bids	
15. Nonconformities, Errors, and Omission	<p>15.1 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.</p> <p>15.2 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 non-conformities of omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis:</p> <p>(a) If there is 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 shall be corrected.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>15.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid-Securing Declaration shall be executed.</p>

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

<p>18. Evaluation and Comparison of bids</p>	<p>18.1 The following factors & methodology will be used for evaluation. Please provide the required information in your proposal covering the below minimum eligibility criteria and evaluation criteria with clear reference (Document/Page /Section).</p> <p><u>Minimum Eligibility Criteria</u></p> <ul style="list-style-type: none"> I. The supplier should have experience in implementing & serving at least 03 successful projects in a similar capacity (at least 03 existing projects of similar systems implemented at International Airports) during the past 03 years with end-to-end services for Hybrid Baggage Drop and/or Self-service Baggage Drop. II. The Supplier should be an authorized partner of the proposed product or; authorized by the Principle/Original Equipment Manufacturer (OEM). In the case of an authorized partner of an OEM, the Bidder should submit a Manufacturer Authorization Letter conforming to the authorized partnership. III. The supplier should comply with the requirements of ISO/IEC 27001:2013, Data Protection Regulations, and other applicable legislative and regulatory requirements. IV. The supplier should be able to meet the mandatory technical requirements under Annexure A of the RFP. <p><u>Evaluation Criteria</u></p> <ul style="list-style-type: none"> I. Completion of the point-by-point compliance in Annexure A of the RFP. The supplier must indicate any limitations and/or deviations. II. The supplier’s capability of carrying out product demonstrations, references, and business user cases to demonstrate conformance to RFP specifications. III. The proposed solution should be a CUSS-certified solution where it could be able to operate any CUSS-certified Baggage Drop application of any airline. IV. Customer reference contacts on at least 03 existing projects of similar systems implemented at International Airports during the past 03 years. V. Usefulness/quality of User Interfaces (UI) and User Experiences (UX). VI. Product maturity, product features, and functionality, quality of equipment, and portability. VII. Technical competencies of the staff supporting the system and availability of the required equipment and facilities. VIII. Total final cost of the project for 05 five-year period and payment terms. <p><i>Note - SriLankan Airlines shall consider all bids which are compliant with the minimum eligibility criteria for Technical & Financial evaluation. The Technical evaluation will be based on the above Evaluation criteria and all Bidders who are compliant with the Evaluation criteria will be considered for the financial evaluation stage. The award shall be made to the lowest substantially responsive Bidder for 05 years.</i></p>
<p>19. Training and Development</p>	<p>The successful Vendor should provide all Training related to operating the System on Free of Charge basis.</p>
<p>20. Financial Capability</p>	<p>20.1 The bidder shall furnish documentary evidence that it meets the following financial requirements (s):</p> <p>Audited financial statements for the last 03 years (mandatory)</p>

21. Purchaser's Right to Accept any Bids, and to Reject any or all Bids.	21.1 The Purchaser reserves the right to accept or reject any bids and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.
F: Award of Contract	
22. Acceptance of the Bids	22.1 The Purchaser will accept the bids of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
23. Notification of acceptance	<p>23.1 The Purchaser will notify the successful Bidder, in writing, that its bids have been accepted.</p> <p>23.2 Within twenty-one (21) days after notification, the purchase shall complete the contract, and inform the successful bidder to sign it.</p> <p>23.3 Within twenty-one (21) days of receipt of such information, the successful bidder shall sign the contract.</p> <p>23.4 The contract is extendable for a further 01 year period based on mutual agreement under the same terms & conditions and supplier performance.</p>
24. Performance Security	<p>24.1 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 right to request for higher valued Performance Security Form is included in Annex D.</p> <p>24.2 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.</p>

SECTION II - DATA SHEET

ITS Clause Reference	
1.1	<p>The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranaike International Airport, Katunayake</p>
7.1	<p>Proprietor's authorization (or) Vendor commitment letter for 100% guaranteed product support is required.</p>
9.1	<p>Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.</p>
12.1	<p>The address for the submission of Bids is :</p> <p>Attention: Ms. Tharanie Halpandeniya Address: Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94 197731845</p> <p>The deadline for submission of bids is on or before 21 August 2024, 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)</p>
15.2	<p>For Clarification of bid purposes only, SriLankan Airlines' address is: Attention: Hareni Madurawala Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone: +94 (0) 19733 2870/ +94 (0) 19733 1845 Facsimile Number: +94(0) 197335218 Electronic mail address: harenis@srilankan.com tharaka.hindurangalage@srilankan.com</p> <p>If the Bidder wishes to hand deliver the Bid documents by hand, please provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance of the Bid closing date, for the arrangement of security clearance.</p>

SECTION III – SCHEDULE OF REQUIREMENTS

**DEPLOYMENT OF HYBRID BAGGAGE DROPS AS A MANAGED SERVICE
AT BANDARANAIKE INTERNATIONAL AIRPORT (BIA)
CPIT/ICB/02/2024**

#	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
01	Hybrid Baggage Drops	2	Each	IT Division of SriLankan Airlines	Delivery date not exceeding Three (03) Months
02	Information Display System	2	Each	IT Division of SriLankan Airlines	Delivery date not exceeding Three (03) Months

SECTION IV - BID SUBMISSION FORM

THIS IS A COMPULSORY FORM. NON-SUBMISSION OF DULY FILLED/SIGNED FORMS SHALL RESULT IN THE REJECTION OF THE BID.

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations about the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Service/solution [insert a brief description of the System/solution];
- (c) The total price of our Bid without Tax, including any discounts offered for 05 years is:
[insert the All-inclusive total project cost without Tax for 05 years in words and figures];
- (d) The total price of our Bid including Tax, and any discounts offered for 05 years is:
[insert the All-inclusive total project cost with Tax for 05 years in words and figures];

Note: Please note that the prices indicated in this Bid submission form should be the same as the All-inclusive total project cost for 5 years indicated in the below Price schedule forms referred to as Annex D.

- (e) Our bid shall be valid for the time specified in ITB Clause 8.1
- (f) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (g) We understand that you are not bound to accept the lowest recommended bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

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

Date

SECTION V - GENERAL CONDITIONS

- I. Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event that the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.
- II. If required, SriLankan Airlines is required to inspect the product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), the same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses shall be borne by the bidder.
- III. All on-site & off-site expenses including incidental expenses related to the project implementation, training, maintenance & support, etc. within the 05-year contract period, including Airfare should be borne by the bidder.
- IV. If accepted, it is mandatory that the bidder signs a Contract based on the Draft Agreement in Annexure F.
- V. In order to ensure continuity of supply of Service/solution to SriLankan Airlines in the event of a disruption to the bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of the product.
- VI. If SriLankan Airlines finds that the delivered service/solution does not comply with the Specifications stated in this Agreement, SriLankan Airlines at its discretion has the right to either reject or request modification to the service/solution to comply with the Specifications. The modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any money paid and any service penalties incurred due to the rejection of the system/solution.
- VII. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solutions and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of the local agent.
- VIII. Advance payment is not acceptable. 45 days credit from the date of commissioning and acceptance by SriLankan Airlines is required.

ANNEXURE A: TECHNICAL/GENERAL SPECIFICATIONS & COMPLIANCE SHEET

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

1. INTRODUCTION

SriLankan Airlines, the National Airline of Sri Lanka. Launched in 1979, SriLankan is currently expanding and further diversifying its wide range of products and services to drive the country's ongoing boom in tourism and economic development. The airline currently operates on a global route network in Europe, the Middle East, South Asia, Southeast Asia, the Far East, North America, Australia, and Africa. The airline operates from its main hub at Bandaranaike International Airport (BIA) in Colombo, with a fleet of long-haul and short-haul flights.

In addition to passenger services, SriLankan Airlines is integral to ground handling operations at BIA and several other airports within the country. The airline's ground handling unit provides comprehensive services including passenger handling, baggage handling, aircraft ramp handling, and cargo handling for both SriLankan Airlines and partner airlines operating to and from BIA, enhancing the overall operational efficiency of Sri Lanka's aviation sector.

2. PURPOSE

SriLankan Airlines is looking for a comprehensive and user-friendly Hybrid Baggage Drop (HBD) that seamlessly integrates with the existing Baggage Handling System (BHS) infrastructure at CMB Airport. Hybrid Baggage Drop units are both a fully automated Self-service Baggage Drop and a conventional agent-assisted check-in and Baggage Drop, with the ability to switch between modes seamlessly. As such, SriLankan Airline's Ground Handling Operations seeks comprehensive solutions to enhance efficiency, reduce check-in times, and provide a positive experience for passengers.

3. SCOPE

Provision of Hybrid Baggage Drop, Information Display System, and related services for a duration of five (5) years, under a Service Level Agreement (SLA). This SLA will encompass a comprehensive warranty, maintenance, and support package. The selected bidder will be responsible for the complete lifecycle management of the Bag Drops, including design, supply, installation, deployment, maintenance, and ongoing support throughout the contract period.

Hybrid Baggage Drop is a type of baggage handling system that allows passengers to check in their luggage either fully autonomously or with the assistance of a staff member.

The required quantity of facilities is as listed below:

No	Device	Quantity
1	Hybrid Baggage Drop	2
2	Information Display System	2

4. GENERAL REQUIREMENTS

- A. Interested parties may propose one or more OEM products within their solution to meet the requirements stated in this RFP.
- B. Interested parties must demonstrate previous experience implementing similar solutions on a comparable scale (at an international airport) within the last three (03) years. Please provide relevant client details and project descriptions.
- C. Bids that do not conform to the terms, conditions, and specifications of this RFP may be rejected.
- D. The specifications in this RFP are the minimum requirements of SriLankan Airlines. Bidders are encouraged to exceed these specifications.
- E. Interested bidders must agree that all payments are contingent upon the 100% completion of the User Acceptance Test (UAT).
- F. Interested bidders must have a local support office or a representative office in Sri Lanka. Please provide the relevant details.

5. TECHNICAL REQUIREMENTS

- 1. The supplier shall provide intuitive, passenger-friendly user interfaces for the Baggage Drop system, ensuring a simplified process with just a few easy steps.
- 2. The Bag Drop Application shall feature an interactive user interface that guides passengers with accurate information, ensuring smooth navigation throughout the bag drop procedure.
- 3. The Hybrid Baggage Drop counter must function as both an automated and assisted Baggage Drop counter to meet airport operational requirements. It should be capable of operating as a self-service Baggage Drop for unmanned use and as a conventional manned check-in and bag drop counter.
- 4. The proposed solution shall implement every commercially reasonable control to minimize baggage drop issues, such as baggage belt freezes or incorrect bag tag scans. In the event of such issues, the system will display user-friendly, informative messages to ensure transparent communication with passengers.
- 5. The bidder shall agree to customize the Baggage Drop process flow to seamlessly integrate with the local environment of CMB airport infrastructure, ensuring optimal functionality.
- 6. The proposed Baggage Drop solution shall generate detailed log files in the event of exceptions, aiding in comprehensive troubleshooting and system optimization.
- 7. The system will incorporate reporting capabilities to generate daily usage reports, including the number of baggage drops and other relevant operational metrics necessary for internal billing and management reporting.
- 8. The proposed solution shall include a proactive alerting mechanism to notify the central console when stationary and other consumable resources are low (such as baggage claim receipt stationary). Additionally, the solution shall

feature an integrated active status monitoring dashboard with real-time alerts to promptly notify L1 support staff of critical system issues.

9. The proposed solution shall customize the system interfacing and integration mechanism to seamlessly connect with the existing Baggage Handling System (BHS) and baggage conveyor belt infrastructure.
10. The bidder shall provide Baggage Drop systems equipped with necessary illumination and LED notification lighting to indicate printing actions, and stages of the bag drop, and to capture users' attention during operation.
11. The proposed solution shall communicate with the Baggage Handling System through industry-standard interfaces, ensuring compatibility and efficient data exchange.
12. The bidder shall ensure that staff providing Level 1 Technical Support receive comprehensive training and technical documentation to assist with troubleshooting and system maintenance.
13. The proposed solution shall be capable of processing passengers using both weight and piece concepts while accommodating accurate per-piece weight allowances.
14. The proposed solution shall identify excess baggage and prompt passengers with the option to pay for it through the Baggage Drop system. It will seamlessly connect with the Departure Control System to obtain excess baggage rates and facilitate payment through credit/debit cards.
15. Bidders shall agree that all costs related to professionals attending the deployment and maintenance of the proposed solution, including airfare, visas, hotel accommodations (HOTAC), and meals, shall be borne by the service provider. SriLankan Airlines will provide premises access permits and coordination support for installation and maintenance.
16. The proposed solution shall be capable of handling passengers from all airlines, including those departing on SriLankan Airlines. It should be a CUSS-certified solution, capable of operating any CUSS-certified Baggage Drop application of any airline.
17. Interested parties are required to sign a Service Level Agreement encompassing deployment, support, and maintenance for a period of five (5) years. At the end of the contract period, product ownership will be transferred to SriLankan Airlines.
18. The proposed Bag Drop Application will be designed to capture passenger feedback immediately following the bag drop process
19. The bidder shall agree to hold quarterly Service Review Meetings to discuss the current status and future improvements. These meetings will review aspects of service delivery, system performance, and system optimization.

20. Information Security Management

Interested Bidders shall be compliant with the latest ISO 27001 standard and be able to demonstrate such compliance by providing a summary of their adoption and implementation practices, including evidence of alignment with its requirements. Please include details of your risk management processes, relevant policies and procedures, continuous monitoring practices, any third-party assessments or certifications, and training programs. Additionally, describe any areas of non-compliance and the steps being taken to address them.

21. Business Continuity

- i. The bidder shall provide necessary training and system access rights to the L1 support administrators of SriLankan Airlines.
- ii. The supplier shall maintain adequate spare parts required to deliver the agreed service levels for equipment covered under this agreement.
- iii. All interested bidders must have an established Return Merchandise Authorization (RMA) process for handling parts replacements and warranty claims. Bidders must provide a detailed description of their RMA process as part of their proposal, including but not limited to the following:
 - a) Procedure for initiating an RMA
 - b) Processing time
 - c) Tracking and communication
 - d) Warranty coverage

6. Sizing of the Solution

1. Interested parties shall sign an NDA with SriLankan Airlines prior to requesting any additional information. The terms and conditions in the NDA (Annex I) are non-negotiable.
2. Interested parties shall thoroughly study and understand the related parameters, functional relationships between network segments, traffic flow rates, and related systems (such as BHS) before responding to this RFP. Therefore, interested parties are required to request any additional information or clarification within the first week after receiving this RFP.
3. Interested parties are explicitly responsible for performing an independent and accurate sizing assessment. If there is any doubt, the results of such an assessment shall be shared with SriLankan Airlines for validation and confirmation before the proposal submission deadlines.
4. Interested parties shall detail any dependencies, such as additional hardware, software, licenses, and efforts for implementation or integrations that are not covered by the scope of work.
5. Interested parties shall provide a comprehensive warranty for all internal equipment and peripherals during the contract period. SriLankan Airlines will provide the required stationary materials.

7. Certified Installation

1. The installation of the Baggage Drop must strictly follow industry-standard guidelines and should be performed exclusively by professionals who are certified and trained by the Original Equipment Manufacturer (OEM).
2. The bidder shall agree to share all the relevant technical guidelines with SriLankan Airlines before the installation.
3. In addition, the bidder shall agree to document and provide with the bid proposal any additional requirements such as power, network, and host access to ensure the operability of their system.
4. The bidder shall be responsible for providing all components relevant to the proposed solution, including, but not limited to, wires, connectors, isolations, cable ties, etc.
5. The bidder shall ensure that all data and power cabling will be laid through hard conduit, preferably galvanized iron (GI) pipes, to protect against physical damages in compliance with CMB airport infrastructure guidelines. Bidders shall agree to conceal such installations to ensure the appearance and passenger experience.
6. The bidder shall agree to provide a comprehensive installation diagram, encompassing a single-line wiring depiction meticulously tailored to align with the specifications mandated by the CMB airport operator's Baggage Handling System (BHS) team.

8. SUPPORT & MAINTENANCE

1. The bidder shall provide solutions for all incidents and problems within the mutually agreed SLA and be responsible for end-to-end system availability.
2. The bidder shall notify SriLankan Airlines IT Service Desk immediately upon detecting an unplanned outage.
3. The bidder shall provide solutions for all incidents and problems within the SLA, including a Root-Cause Analysis for any incident or problem.
4. The bidder shall be responsible for end-to-end system availability.
5. The bidder shall provide escalation procedures for each type of incident and problem.
6. The bidder shall provide 24x7 service monitoring.
7. The bidder shall extend the same service monitoring capabilities to SriLankan Airlines.
8. During the agreement period, the vendor shall provide both corrective and preventive maintenance. Preventive maintenance shall include random hardware checks on all equipment provided under this project, software tests, and general health tests on other equipment and software/tools, as applicable.
9. A "Schedule of Preventive Maintenance" shall be included with the RFP response, outlining the procedures and types of services to be provided.

10. The bidder shall promptly share information on bug fixes, feature upgrades, and major releases with the SriLankan Airlines technical team.
11. The bidder shall implement essential and/or advantageous bug fixes, feature upgrades, and major releases promptly, without any cost escalation to SriLankan Airlines.
12. The bidder shall promptly address all internal and external audit findings within a mutually agreed timeline, without any additional costs to SriLankan Airlines.

ANNEXURE B: PRICE SCHEDULE FORM

DEPLOYMENT OF HYBRID BAGGAGE DROPS AS A MANAGED SERVICE AT BANDARANAIKE INTERNATIONAL AIRPORT (BIA) FOR 05 YEARS - CPIT/ICB/02/2024

Name of the Bidder & Address :

Name of the Principal :

Name of the Manufacturer :

Line Item N ^o	Description of Solution	Unit of Measure	Brand / Model	Qty	Rental cost per month	Total (Rental for 60 months)	Payment Terms (Indicate the payment terms for each cost component indicated below)
1							
1.1	Deployment of Hybrid Baggage Drops as a Managed Service at Bandaranaike International Airport (BIA)	Each					
1.2	Consumable 1: Price	Each					
1.3	Consumable 2: Price.....	Each					
1.4	Each					
2	Any other charges						
	Total cost for 05 years						

Price schedule table must be completed without any alterations to its format, and no substitutes shall be accepted

Preferred payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice for each price component indicated in the above Price Schedule Form. **Advance payment is not acceptable.**

Note: Please indicate the Payment term relevant to each price component indicated in the above Price Schedule Form. The bidders shall quote in USD or Sri Lankan Rupees (LKR). If a Local bidder submits a proposal in USD the relevant exchange rate applicable (CBSL) for the payment in LKR should be clearly indicated in the Price Schedule Form for payment in LKR.

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

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

Bid Validity:.....

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

Acceptance of 10% performance security:.....

Implementation lead time:

Available locations for inspection of the proposed solution/service -

Method of payment :

Bank details :

Head Office :

Account Name :

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

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

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

Date : *[insert date]*

ANNEXURE C: BID SECURITY DECLARATION FORM

THIS IS A COMPULSORY FORM. NON-SUBMISSION OF DULY FILLED/SIGNED FORMS SHALL RESULT IN THE REJECTION OF THE BID.

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

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

*Name of contract -- [insert name]

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

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

To: SriLankan Airlines Limited.

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter "the ITB"), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by SriLankan Airlines, for the period of one year starting on the latest date set for the closing of bids of this bid, if we:
 - (a) withdraw our Bid during the period of the 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 Joint Venture (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]

ANNEXURE D: PERFORMANCE SECURITY FORM

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

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

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

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

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

[signature(s)]

ANNEXURE E: CLIENTELE INFORMATION FORM

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

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

ANNEXURE F: SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

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

Between;

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

And

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

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

WHEREAS the Contractor is engaged in the 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 specifications 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 outlined 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 Schedule A in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule A, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex (such schedules and annexes to be part and parcel of this Agreement) on a 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 the Service/solution provided under this Agreement shall:
 - a) be in accordance with the specifications set out in Annex;
 - b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - c) be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals, and authorizations to provide Service/solution to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Service/solution on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B 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 B 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 the Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labor, 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 C).
- 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 C 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 the manufacturing plant once the Service/solution is completely manufactured for a minimum of 2 personnel of SriLankan Airlines at the contractors' cost (except airfare 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 Services/solutions 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 the nominated freight forwarder at the port of dispatch or if any item of the Service/solution is lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Service/solution is 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 are 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 items 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 is received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of ... years from the date mentioned in the Commissioning and Acceptance Form in Annex for manufacturing defects of the Service/solution except for ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for a minimum of 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall hand over all items/Services/solutions specified in Schedule A without any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for the Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C 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 with the same rates as specified under Schedule
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractors provided in Schedule C 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 a Service/solution which is 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) fails 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 because of the Service/solution having previously been inspected and passed by SriLankan Airlines or it's representative prior to the Service/solution delivery.

- 2.5 When the Service/solution is received at 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 are completed and other required items/Service/solution specified in Schedule A are handed over by the contractor. If there is a discrepancy between the quantity received and the quantity indicated in the invoice, UL will inform the same to the vendor 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 decides that the Service/solution is not in accordance with 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 a 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 C 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, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within days from the date of Commissioning and Acceptance in Annex The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of the 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 hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favor, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.

- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made according to the payment details provided in Schedule C.
- 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 losses, costs, expenses, claims, damages, and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives, or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:
 - a) Claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;
 - b) Accident, injury, or death caused to any person by negligence or willful misconduct of the Contractor, its servants, agents employees, or representatives;
 - c) Acts of theft, pilferage, or damage of property caused by the Contractor or its servants, agent's 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 is not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death, or damage as a result of the use of any the Service/solution produced, packaged, stored or shipped by Contractor;
 - d) violation of any laws, regulations, or intellectual property rights of any party;
 - e) breach of any obligations, representations, warranties, or covenants in the Agreement by the Contractor;
- 4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages, and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or willful misconduct.

5. INSURANCE:

- 5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent

to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to;

- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with the performance of this contract. The policy shall include extensions for riots 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 the 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 effected 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 insurance 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 C 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.
- 6.2. 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, fail, or fail 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 a 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 the 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 2.1 of Schedule C, 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 the 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 the 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 with the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure events mentioned above, the time schedule for the delivery of the 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 the Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.

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

11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative, or agent of SriLankan Airlines.

11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.

11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

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

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

In the case of the Contractor to –

12. SERVICE LEVELS AND OTHERS

12.1. Fault severity will be categorized based on the extent to which the fault affects the smooth operation of mission-critical business applications. The severity level (1, 2, or 3) will be identified by the IT Service Desk (ITSD) of SLAIT when the fault call is reported to the vendor. The target service levels will depend on the severity level. This SLA incorporating service level targets as mentioned here is a mandatory requirement for the contract execution.

12.2. Fault severity and resolution times

Severity 1: Target time for resolution = within 2 Hrs

Severity 2: Target time for resolution = within 4 Hrs

Severity 3: Target time for resolution = next business days or mutually agreed period

Fault escalation and notification procedure

	Reporting window	Response time	Resolution time
Severity 1	24 x 7	15 min	2 Hour
System malfunction, performance degradation, a complete failure of critical system with no temporary workaround	If no response within the Response time, the notification is as follows: <ul style="list-style-type: none"> The vendor: TBD SLAIT: TBD 		If no resolution within the Resolution time, the notification is as follows: <ul style="list-style-type: none"> The vendor: TBD SLAIT: TBD

	Reporting Window	Response time	Resolution time
Severity 2	24 x 7	1 Hour	4 Hour
A partial failure with a temporary workaround is available	If not resolved within resolution time, notification is as follows: <ul style="list-style-type: none"> The vendor: TBD SLAIT: TBD 		

	Reporting Window	Response time	Resolution time
Severity 3	24 x 7	4 Hours	Next business days or mutually agreed period
Other issues	If not resolved within resolution time, notification is as follows: <ul style="list-style-type: none"> The vendor: TBD SLAIT: TBD 		

99.95% Availability	99.95% measured over a calendar month on per server, on per devices externally connected to the server.
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12.3. Service credit

1. In view of the service not available as agreed within this SLA, the vendor shall incur the following service credits. The measurement will be based on occurrences and will be effected on a **monthly** basis. Service credits must be settled within 30 days.

Severity 1: US\$ 200/- per hour or part of it for the total duration exceeding the resolution target

Severity 2: US\$ 50/- per hour or part of it for the total duration exceeding the resolution target

2. 99.95% Availability: US\$ 100/- per 0.01% reduction. Approved planned downtime with 48 hours advance notice will be excluded from this calculation. SLAIT has the full right to reject the downtime request.
3. Additional US\$ 100/- for every repeated failure of the same machine after a 2nd failure during a calendar month.

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

For and on behalf of
SRILANKAN AIRLINES LIMITED

For and on behalf of

Name:
Designation:

Name:
Designation:

Witness:

Name:
Designation:

Witness:

Name:
Designation:

ANNEXURE G: BID ACKNOWLEDGEMENT FORM

IMPORTANT

All Bidders should confirm the intention to submit a Bid by forwarding the duly completed Bid Acknowledgement form given below, 14 working days prior to the Bid closing date.

RECEIPT OF THE BID DOCUMENTS

Receipt of your Bid invitation document no. CPIT/ICB 02/2024 is hereby acknowledged

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

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

We do not intend to bid because

.....
.....

Signed :

Title :

Company :

Date :

ANNEXURE H: VENDOR INFORMATION FORM

Section A – Basic information of the vendor	
1. Registered Name of the Vendor :	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business :	5. Company type :
6. Telephone & Fax numbers : Tel: _____ Fax: _____	7. E-mail address :
8. Registered address :	
9. Other contact details (if any) :	
10. Registered Name and address of the agent (if any)	

Section B – Details of Directors, Shareholders, and related parties

1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. If the Shareholders are incorporated entities, please state the shareholders of such entities	
4. If the Shareholders are equity funds, please state the owners of such funds	
5. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
6. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
7. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

***Please note that the copies of passports and proof of residence of the above-mentioned Shareholders / Directors / Owners of funds shall be submitted by the vendor upon the request of SriLankan Airlines.**

As the authorized representative of [name of the Vendor], I hereby confirm on behalf of[name of the Vendor] that the information provided above is true and accurate and acknowledge that the bid of[name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of vendor’s authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

Section C - Business verification: Duly signed and stamped copy of the above document to be supported by the following documents	
✓ Tick the appropriate boxes	
<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	<input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
<input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors	<input type="checkbox"/> For Partnerships, a list of partners confirmed by one of the partners, preferably by the most senior partner.
<input type="checkbox"/> For partnerships and sole proprietorships, a certificate of business registration	<input type="checkbox"/> Audited financial statements of the vendor Company for the last three years
	<input type="checkbox"/> Others (specify)

ANNEXURE I: NON-DISCLOSURE AGREEMENT

It is understood and agreed that the below-identified disclosure of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

The Confidential Information to be disclosed can be described as and includes:

Technical and business information relating to airline business information systems, existing and/or contemplated products and services, proprietary ideas and inventions, trade secrets, drawings and/or illustrations, research and development, financial information and financial projections, customers, clients, marketing, and current or future business plans and models, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports, samples or other forms of copies, derivations, analyses, compilations, studies, memoranda, notices, and other materials regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

All Confidential Information received by the Receiving Party from SriLankan Airlines Limited (hereinafter referred to as 'Disclosing Party') shall remain the exclusive property of the Disclosing Party and no title to or other interest in the Confidential Information is granted or transferred to the Receiving Party by this Agreement

To return promptly to the Disclosing Party, or to destroy any copies of such Confidential Information in written, graphic, or other tangible form at the Disclosing Party's request including all copies and notes thereof and including Confidential Information incorporated into analyses, compilations, studies, or other documents prepared by the Receiving Party with destruction being certified in writing by an officer of the Receiving Party.

The Recipient agrees not to disclose the confidential information obtained from the Disclosing Party to anyone unless required to do so by law.

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

This Agreement shall commence on the date first written and signed below and shall continue thereafter for a period of 2 years, unless and until terminated by providing 30 days' notice in writing to the Disclosing Party. Notwithstanding the termination, the obligations and limitations with respect to protection, use, disclosure, and return or destruction of Proprietary Information shall survive such termination and shall continue until such time the Parties hereto mutually agree in writing that such treatment is no longer warranted.

This Agreement shall be construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts in Sri Lanka.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information

Organization Name :
Business Registration :
Organization Address :
Authorized Signatory :
Designation :
Signature :
Date :