INVITATION FOR BIDS FOR

PROCUREMENT OF

AN ADVANCED PRICING MANAGEMENT SOLUTION FOR SRILANKAN AIRLINES

REFERENCE NO: CPIT/ICB-05/2018

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

Section I. Instructions to Bidders (ITS)

A:General	
1. Scope of Bid	1.1 The Purchaser named in the Data Sheet invites you to submit a bid for the supply of Service/solution as specified in Section III - Schedule of Requirements for use at SriLankan Airlines Ltd for the use within the SriLankan Airlines office premises.
	Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a bid.
B:Contents of Documents	
2. Contents of Documents	2.1 The documents consist of the Sections indicated below.
	• Section I. Instructions to Bidders
	• Section II. Data Sheet
	• Section III. Schedule of Requirements
	• Sections IV. Bids Submission Form
	• Section V. General Conditions
	• Annexure A : Technical/General Specifications & Compliance form
	• Annexure B : Price format
	• Annexure C : Bid Security Declaration Form
	• Annexure D : Performance Security Form / Bank Guarantee Form
	• Annexure E : Clientele Information Form
	• Annexure F : Sample Contract Agreement
C: Preparation of Bids	

3. Documents Comprising your Bid	3.1 The document shall comprise the following: • Sections IV - Bids Submission Form. • Annexure A : Technical/General Specifications & Compliance form • Annexure B : Price Schedule Form • Annexure C : Bid Security Declaration Form • Annexure D : Performance Security Form • Annexure E : Clientele Information Form • Annexure F : Reviewed Sample Contract Agreement by contractor
4. Bid Submission Form and Technical/General Specifications & Compliance form	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. All blank spaces shall be filled in with the information requested.
5. Prices	5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form at Annexure B. 5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids. 5.3 Prices quoted by the bidder shall be fixed during the period specified in ITS clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
6. Currency	6.1 The bidders shall quote in foreign currency or in Sri Lankan Rupees.
7. Documents to Establish the Conformity of the Services	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.
8. Period of Validity of bids	8.1 Bids shall remain valid for a period of one hundred eighty (180) days after the bids 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. 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.

9. Bid Security Declaration	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 C.
	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.
	9.3 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 8.2 or
	(b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TS Sub-Clause 15.3
	(c) If the successful Bidder fails to :
	i) Sign the contract in accordance security with 1TS Sub-Clause 23.3;
	(ii) Furnish a performance Security in accordance with 1TS Clause 24;
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	11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.
	11.2 The sealed envelope shall bear the specific identification of this quotation exercise as indicated follows. **"Bid for the Procurement of an advanced Pricing Management Solution for Srilankan Airlines (CPIT/ICB-05/2018)"**
	11. 3 The bidder shall submit the proposals for the following two financial options separately in the price format attached at Annexure B.
	1. Bidding Option I – Hosted at vendor location for 5 years
	2. Bidding Option II – Hosted at SriLankan Airlines premises for 5 years
	The bidders have the option to submit their proposal either for both options or for a single option.
	11.4 Completed **Technical (un-priced) and Financial** proposal should be submitted in **two separate sealed envelopes** with the tender reference no. **CPIT/ICB-05/2018** and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. Also a soft copy of the Technical proposal including all brochures & supporting documents should be submitted in the form of a CD/DVD/Pen Drive, along with the printed Technical proposal.

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	14.1 The Purchaser shall conduct the opening of quotation in the presence of the Suppliers at the address, date and time specified in the Data Sheet. 14.2 A representative of the bidders may be present and mark its attendance. 14.3 Presence of the supplier, will not necessarily ensure the selection of the proposed goods.
E: Evaluation and Comparison of Bids	
15. Non conformity-ties, Errors, and Omission	15.1 Provided that a Bid is substantially responsive, SriLankan Airlines may waive any non-conformities or omission in the Bid that do not constitute a material deviation. 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 nonconformities of omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 15.3 Provided that the Bid is substantially responsive, SriLankan Airlines shall correct arithmetical errors on the following basis: (a) If there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of SriLankan Airlines there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit shall be corrected. (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 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. 15.4 if the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be dis qualified and its Bid-Securing Declaration shall be executed.

16. Clarifications	16.1 To assist in the examination, evaluation and comparison of the proposals, the Purchaser may, at its discretion, ask any Supplier for a clarification of its proposals. Any clarification submitted by a Supplier in respect to its proposals which is not in response to a request by the Purchaser shall not be considered. 16.2 The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS.
17. Responsiveness of Proposals	17.1 The Purchaser will determine the responsiveness of the proposals to the documents based on the contents of the proposals received. 17.2 If a proposals is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.
18. Evaluation of proposals	18.1 The following factors & methodology will be used for evaluation. Minimum Eligibility Criteria I. The bidder should have a minimum of 03 reputed customer implementation sites in relation to automated systems for Pricing Management & at least 01 customer should be from the Airline industry II. Compliance with ISO/IEC 27001:2013, PCI DSS, Data retention policies, GDPR and other applicable legislative and regulatory requirement Evaluation Criteria The proposed service/solution will be subjected to a Technical Committee evaluation based on the following criteria: I. Total final cost of the project for 5 years II. Credit terms better than specified III. Compliance for all requirements under Annexure A IV. Implementation lead time 05 months or better V. Customer feedback in relation to 2 on-going customers on similar system implemented at enterprise level VI. Full Clientele of the local partner and the principle solution provider in the field of Pricing Management Solutions deployed during past 3 years VII. On-site demonstration & site visits to verify specifications & performance. VIII. Solution with user friendly features IX. Technical competencies of the staff supporting the system and availability of the required equipment and facilities for 5 years X. Integration with existing airline systems (Ex: Amadeus) already deployed at SriLankan Airlines

19. Training and Development	19.1 Comprehensive user training for 20 staff on the proposed solution free of charge. Training plan should be provided for the proposed system during the cutover and a subsequent refresher training plan also should be provided for 05 years. System vendor should have qualified trainers to train the staff members.
20. Financial Capability	20.1 The bidder shall furnish documentary evidence that it meets the following financial requirements (s): Audited financial statements for the last 03 years (mandatory)
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	23.1 The Purchaser will notify the successful Bidder, in writing, that its bids has been accepted. 23.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful bidder to sign it. 23.3 Within seven (7) days of receipt of such information, the successful bidder shall sign the contract.
24. Performance Security	24.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser the successful bidder shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D. 24.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the purchaser valid over the warrantee period offered by the purchaser. 24.3 Failure of the successful bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event the purchaser may award the contract to the next lowest evaluated bidder, whose offers is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactory.

Section II: Data Sheet

ITS Clause Reference	
1.1	The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake
7.1	Proprietor's authorizations is required.
9.1	Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure C is required.
12.1	The address for submission of Bids is : Attention : Dehan de Silva Address : Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone : +94 197732666 Deadline for submission of bids is on or before 19th November 2018, 01.00 p.m. Sri Lankan time (GMT +5:30 Time Zone)
15.2	For **Clarification of bid purposes** only, SriLankan Airlines' address is: Attention: Chamudi Mallawaarachchi Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka Telephone: +94 (0) 19733 2777 Facsimile number: +94(0) 197335218 Electronic mail address: Chamudi.Mallawarachchi@srilankan.com

Section III – Schedule of Requirements
Procurement of an advanced Pricing Management Solution for SriLankan Airlines

Line Item #	Description of Service/solution	Quantity	Unit of Measurement	Final Destination	Delivery Date
	Provisioning & implementation of an organized, cohesive and functional fully automated online booking system to handle Pricing Management Solutions with the requirements indicated in annexure A. The solution should include product customization, integration with existing IT systems at SriLankan and dashboards with 24/7 support services.	01	Each	IT Division of SriLankan Airlines	Based on the project implementation time lines

Note:

SriLankan Airlines should have the right to terminate the Contract after the 1st year by giving the vendor 02 month notice.

Section IV - 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 will be accepted.]

Date:

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

(a)   We have read and have no reservations to the document issued;

(b)   We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Service/solution [insert a brief description of the System/solution];

(c)   The total project cost of our bid for 5 years is as follows:
1. Bidding Option I – Hosted at vendor location for 5 years: (insert the total cost in words and figures)
2. Bidding Option II – Hosted at SriLankan Airlines premises for 5 years: (insert the total cost in words and figures)

(d)   We understand that SriLankan airlines has the right to terminate the contract after the 1st year by giving the vendor 02 months' notice.

(e)   We understand that the project period will be 60 months from the project go live date after successful User Acceptance Testing (UAT)

(f)   Our bid shall be valid for the time specified in ITS Clause 8.1

(g)   We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.

(h)   We understand that you are not bound to accept the lowest evaluated bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

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

Date

Section V – General Conditions

I. Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.

II. The bidder should arrange product demonstrations at SriLankan Airlines premises at the bid evaluation stage. All applicable expenses including airfare should be borne by the bidder.

III. If required the bidder 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 on-site & off-site expenses including 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. Please indicate the number of Air Tickets (airfare means- SriLankan Airlines' destinations only) required for each stage of the project.

VI. If accepted, it is mandatory that the bidder signs the Contract Agreement – Annexure F.

VII. In order to ensure continuity of supply of Service/solution to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.

VIII. Upon delivery and/ or completion of installation of the system/solution, SriLankan Airlines shall perform User Acceptance Tests (UAT) to determine that the service/solution is operating in conformance with SriLankan Airlines 's published performance specifications for the service/solution and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.

IX. If SriLankan Airlines find that the delivered service/solution does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the service/solution to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.

X. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solution and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of 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	

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines shall have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under this Agreement.

ANNEXURE A - Technical/General Specifications & Compliance Sheet

Name of the Bidder   : …………………………………………………………………………………………..
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 in order to drive the country's ongoing boom in tourism and economic development. Airline currently operates on a global route network of global destinations in Europe, the Middle East, South Asia, Southeast Asia, the Far East, North America, Australia and Africa.

2. PURPOSE

Technical Specifications herein will be used in a Request for Proposal (RFP) to inform potential suppliers/Vendors of a business opportunity and to solicit proposals for implementation and support of Pricing Management Solution for SriLankan Airlines Limited (hereinafter referred as 'SriLankan').

3. BUSINESS OBJECTIVES

Based upon the review and evaluation of proposals offered in response to the Request for Proposal, SriLankan may at its sole discretion negotiate and enter into contracts with successful proposer.

4. SCOPE

This Project includes all the Components and Implementation Services necessary to provide a proposed solution and feature requirements outlined herein. The scope includes following:

A. Identification and recommendation of an appropriate Solution, which fits the SriLankan Airlines requirements and allows for future growth. Interested Parties shall perform their own comprehensive sizing assessment to reflect the requirements identified herein.

B. All proposed solutions MUST be "Off-the-Shelf", meaning that each solution is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any part of the proposed solution is a fully compatible extension of a field-proven product line, it MUST have been publicly announced on or before the date that the proposal is submitted.

C. Supply of infrastructure, equipment, installation and testing, including any required interfaces and data connectors are considered integral part of the overall solution;
    i. Interested Parties shall provide required Hardware Platform (Appliances and/or Servers) to deploy Solution with seamless integration and ability for centralized management.
    ii. Solution can consist of dedicated and optimized hardware appliances and/or modules/subscriptions to support high-performance operation of requirements herein.
    iii. Solution may consist of components and/or services/subscriptions deployed/delivered on cloud or on premise.

D. All interested parties shall agree to sign a *Non-Disclosure Agreement* in **Annex G** prior to request for additional information or at submission of proposals for this RFP.

E. All proposals shall include a completed *Information Security Compliance Checklist in **Annex H**.

F. Proposals shall elaborate supply of equipment, installation and testing, including any required interfaces and data connectors;

G. Provision of initial and extended warranties/licenses and technical support services (including detailed initial acquisition costs and on-going support options by year);

H. Provision of documentation in printed and electronic format, including administrative and end user manuals, troubleshooting guides or Q&A.

I. SriLankan expect that the Solution to be functional and be fully integrated into existing architecture. The Vendor shall provide sufficient training at least twenty (20) SriLankan employees.

J. Solution and subsequent maintenance and support services shall be valid for a period 5 years from the agreement start date.

K. All requirements within this RFP are considered mandatory.

L. Further to 4.C above, interested partied are expected to propose a solution hosted at the vendor location and/or at SriLankan premises.

M. Further to 4.C and 4.M above, any infrastructure requirements for the solution is to be supplied as part of the overall solution.

5. SOLUTION STRATEGY & VISION

A. **Strategy & Vision:** vendor must elaborate their overall strategy / vision for supporting proposed solution

B. **Solution Maturity:** vendor must elaborate on their current solution maturity.

C. **Solution Roadmap:** vendor must elaborate their solution roadmap over the next 2 – 3 years Describe key capabilities that will be introduced with future platform / service releases

D. **Products/Services Dependencies:** vendor must elaborate servicers/products need to be purchased or installed separately to meet requirements

6. GENERAL REQUIREMENTS

6.1. Proposed solution MUST include following technical characteristics at the time of proposal submission. (Interested Parties are expected to provide a detailed description of how their product meets each of below characteristics in respective technical proposals).

A. All proposed Solutions shall ideally be "Off-the-Shelf", meaning that each Solution is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any part of the proposed Solution is a fully compatible extension of a field-proven product line, it MUST have been publicly announced on or before the date that the proposal is submitted.

B. In a situation where additional R&D is required to meet requirements herein, Proposers are required to provide a timeline not exceeding one (01) month.

C. Responses shall highlight product's High Availability, Back-up and Restoration features.

D. Proposals MUST elaborate technical support, issue/problem reporting and assistance with response within 4 hours of an issue being reported as a minimum.

E. Proposers MUST have at least five (05) years of experience implementing similar solutions, out of which at least 3 years in the Airline industry.

6.2. Access Control

A. The product must provide role-based access control with enough granularities.

B. The product must allow administrators to define roles based on job functions and appropriate levels of access to functionality.

C. The product must integrate with LDAP for user authentication.

D. The product must support detailed user activity auditing integration with Security Information & Event Management solutions.

7. FEATURES AND TECHNICAL REQUIREMENTS

A. Fare Work Packages

1. System shall allow for Fares/Add-ons with a Work Package to be defined using a Point of Sale or Sales country.

2. Solution shall facilitate filing of own and subsidiary partner carrier's fares within the same work package or separate individual work packages, as appropriate to your workflow.

3. Solution shall provide the ability to create a Work Package that includes, on individual and separate tabs: fares, add-ons, rules, footnotes, routings, applicable agents, rule instructions and attachments.

4. Solution shall provide facility to create work packages with fare discount percentages for specific channels.

5. Solution shall provide facility to approve special ancillary revenue components.

6. (Pricing) Users can set a clearly defined filing date along with the ability to identify a target sub for distribution.

7. (Pricing) Users can create, within a Work Package, a number of fare products for a number of Points of sale or business areas.

8. (Station & Pricing) Users can specify whether government/charter approval is required with accompanying justification.

9. System shall be able to validate that all distribution requirements including rules, routings, fares, footnotes and add-ons issue present and valid prior to distribution to all selling systems.

10. Solution shall cater for fare rules in detail and in line with ATPCO requirements.

11. Ability to re-use fare and add-on Work Packages.

12. System shall enable copying of fares/add-ons from within the system and pasting into the work package.

13. Users can select appropriate business area to ensure the correct approval hierarchy and work flow.

14. Ability to compare versions of the fare Work Packages, in particular, when Work Packages have been sent between departments/users on a number of occasions.

15. Users can specify Origin and/or Destination using pre-defined city groups during the fare creation within a Work Package.

16. Ability to clearly see the action required for records within a Work Package. This must show if any fare/add-on is new, updated or cancelled.

17. Solution shall perform data validations at different stages during the workflow and life of a work package to ensure all data is present and accurate to ensure the work package can be moved to the next stage of the workflow process.

18. Allow users to search for existing footnotes that are compliant with the associated sale and/or travel conditions of the fare.

19.   Allow users to enter or import competitor market fare data to be referenced within a Work Package.

20.   Users can approve/reject Work Packages at the following levels
        a) the individual fare/add-on record level
        b) the Work Package level

21.   Users can create work packages containing fares / add-ons that are not filed (e.g., manual fare distribution.

22.   Users can associate the appropriate agents to the fares work package with appropriate justification.

23.   Users can search for Work Packages that have exceeded their filing date and have not yet been filed. The system can also query the Work Packages that have been approved over the last "n" days ("n" is configurable).

24.   Users with the appropriate privileges can set email notification rules pertaining to the workflow.

25.   System shall allow users to export details shown on the workflow queue for internal reporting purpose.

26.   Users to run queries on Work Packages using a Work Package Query.

27.   Calculate fares by using IATA Prorate factors.

28.   Users can save any unfinished work for processing at a later time either by saving the Work Package or by locking the Work Package.

B. **Fare Querying**
29.   Solution shall display, within a single query function, all customer fares including:
        a) customer & subsidiary partners (e.g. - ATPCO) filed public and private specified or constructed fares and OAL filed public specified or constructed fares
        b) customer & subsidiary partners (e.g. - ATPCO) filed public and private add-ons and OAL filed public add-ons
        c) customer and key competitor Internet fares
        d) customer CAT 25 derived fares levels and amount and percentile differences versus the base levels.
        e) customer & subsidiary partners fares / add-ons that are maintained within the system but not filed (such as paper fares) subsidiary partners (e.g. - ATPCO)

30.   Display query results clearly showing the base fare levels, tax, YQ/YR, Cat 12 Surcharges, All Inclusive fares and the associated rule conditions in an integrated and user-friendly graphical display.

31.   Solution shall utilize the (industry standard) ATPCO Tax, YQ/YR and rules data feeds to calculate the all-inclusive fare amounts (sell out/gross values of fares) for individual O & D's.

32.   Ability to copy and paste data across different functional areas of the system. For example, users can copy its own or its competitor's fares data from the fare query screens into Work Packages or proposals.

33.   Enables users to view route maps associated to any filed fare (e.g. - ATPCO) that has a route map attached to it.

34. Enables users with a complete view of the fare record and all of the resolved rule & footnote conditions. Users can view additional information for constructed fares and construction data within the complete fare record view.

35. Ability to analyse the travel dates for competitor and own fares.

36. Enables users to run a simple fare and rule comparison, producing a side by side comparison of the fare and rule. The system will highlight differences within the rule in order for users to identify the differences in fare conditions.

37. Provides the ability to display specified and constructed fares in the same screen. The system will show add-on construction information at either end of the route, as applicable.

38. Provides the ability to clearly show the method of fare construction for add-on constructed fares and be able to compare it to an un-constructed specified fare.

39. Ability to convert fare levels from one currency to another using the IATA/BSR exchange rates.

40. Run specific queries between markets for a number of carriers across specific and multiple markets.

41. Allows users to export data into a number of different formats including Word, Excel and CSV.

42. Allows users to define rule condition criteria to their queries in order to provide a more refined set of results. Users can choose to include general rule details within the rule results.

43. Allows users to query and display Reservation Booking Designator data for Prime booking codes, Chart 1 and Chart 2 is supported in a tabular format.

44. Ability to explore Cat 25 derived fares by targeting certain criteria for displaying the derived fare information.

45. Enables users to view the add-on bucket (ATPCO) and add-on zone (e.g. - ATPCO) definitions for fare constructions.

46. Enable users to query all public rules and private rules of OWN, Subsidiary, Public rules of other carriers and including Record 8 and Cat 25. Users are able to select and manually enter parameters to drill down and refine the query result.

47. Cat 15/Cat 35 security information and Cat 1 account code for a selected fare (e.g.- ATPCO).

48. Ability for users to query OWN, Subsidiary fares and rules through user defined & maintained fare categorization/branding.

49. Ability to query Full Map Routings to display a text version of route maps from ATPCO.

50. Ability to query full Route maps from ATPCO

51. Ability to run Origin & Destination based fare comparison queries that display own and other airline specified fares in a side by side format.

52. Ability for users to run background queries, so they can continue to use the system whilst the query is being run.

53. Enables users to generate a report that displays the lowest All Inclusive Fares for the applicable travel dates over a 1 year period.

54. Allows users to run queries on active and historical information for all rule categories including Footnotes.

55. Allows users to save and share frequently used fare queries with other users of the system.

C   Workflow, Fare Approval and Distribution

56. Solution shall provide a single workflow process to allow local sales staff, head office staff and support staff to create fare proposals for negotiation, approval and distribution.

57. Users shall have the ability to view the status of any work package/proposal during the workflow process using the electronic work queue.

58. Workflow queue shall be accessible by an authorized user regardless of their physical location.

59. Workflow queue shall include the 'priority' and 'required by date' of approval of each work package. Users will have the ability to sort and filter on either of these options.

60. Solution shall allow Work Packages to be:
    a) Sent for approval
    b) Down for changes to be made
    c) Create Approvals
    d) Negotiations
    e) Add attachments
    f) Sent to be distributed
    g) Sent to a functional / decision support team for specific changes, additions or comments.
    h) Additional steps can be configured as required.

61. Users should be able to withdraw a work package from progression within the workflow and therefore no further editing is permitted.

62. Users shall be able to place Work Packages on hold to prevent and further progressing within the workflow. Users are then able to release the Work Package back into the workflow.

D   CAT 25 Explorer

63. Allows users to run queries on CAT25 filed data to determine what CAT25 rules impact what base fares, O&D's and booking classes.

64. Users can determine the impact of the proposed discounts even before the Cat 25 is filed.

65. Allows users to identify derived fares for a selected base fare within the Active fares display and active fares display formats.

66. Allows users to query fare by rules by account code, tour code and rule title.

67. Allows users to query fare by rules by specific origin / destination points.

68. Allows users to export CAT25 derived fares into a number of file formats such as Excel, Word or CSV.

E   Rule Management

69.   Ability to create and build rules for own and subsidiary partner carriers in a user friendly graphical display.

70.   Ability to create a set of Rule instructions using a text template to support a simple, distribution (ATPCO) ready and standardized instruction process.

71.   Allows all rules/rule types to be allocated to a point of sale or fare product type.

72.   Ability to maintain and update all rule categories including CAT25/CAT35

73.   Ability to manage all rule data within a rule table that shows 'active rules for use' and 'applicable tariff'.

74.   Ability to modify and preview rule conditions defined by:
   a)   rule category (including sequence and table information).
   b)   entire rule text applicable to a fare.

75.   Facility to copy existing rules from within the system and pasting them into the work package for updating or creating new rules by reusing the copied rule data.

76.   Compare the updated version of the rule with the original version or the currently active version of the copied rule.

F   Routing Management

77.   View route maps using either a graphical or text update tool.

78.   Manage all routings data within a routing table that clearly shows the routing that are active for use, the tariff they are applicable to and the route number.

79.   Users can attach the correct own, Subsidiary routings to the fares / add-ons in a work package by searching the appropriate route maps through user defined & maintained fare categorization/branding.

80.   Search for existing route maps by entry or exit points.

G   Market Information Data Query

81.   Enables users to run market share queries directly within the fares management and distribution system.

82.   Solution can populate MIDT data in both a graphical and table format depending on user preference.

H   Channel & Agent Distribution Management

83.   Centralized agency database enabling automated direct distribution of fare sheets via email.

84.   Users can run queries on agents' approved and performance data that is contained within the system.

85.   Users can query fare sheets and associated attachments that have been sent in the past to eligible agencies and build a historical library of distribution activity.

86.   Users can assign agents to specific fare products and points of sale in line with commercial agreements.

87.   Users to associate the appropriate agents to the fares work package, as appropriate.

I   Data Distribution

88.   Automatically upload all fares and add-ons data from either approved fare Work Packages or directly for competitor response.

89.   Automatically upload all rules, routings and add-ons data from approved fare Work Packages directly to the distribution system and automatically release the data, with no manual intervention, for onward distribution to electronic distribution channels such as the GDS.

90.   Automatically produces fare/rate sheets from approved fare Work Packages and email them directly to an approved set of customers or internal departments such as ticket audit.

91.   Preview automatically generated fare/rate sheet prior to distribution to the approved customers.

92.   Add all fares, rules, routings, add-ons and batch references and GFS references within the approved Work Package if distributing with ATPCO.

93.   Distribute via sub transmissions Public and Private Fares Data from ATPCO to all subscribers, such as GDS's electronically in industry standard formats

94.   Distribute via sub transmissions Public and Private Rules from ATPCO to all subscribers, such as GDS's electronically in industry standard formats

95.   Distribute via sub transmissions Public and Private Routings from ATPCO to all subscribers, such as GDS's, electronically in industry standard formats

96.   Distribute via sub transmissions Public and Private Add-ons data from ATPCO to all subscribers, such as GDS's, electronically in industry standard formats

J   Competitor Monitoring

97.   users given alerts based on the competitor in their respective markets

98.   Facilitates monitoring of competitor data. In addition, Users need to have the ability to assign their own markets as priorities and only being shown changes that impact their prioritized markets. These changes will be placed on a dedicated user queue for analysis.

99.   Users can respond to competitors fare information in a number of ways, ensuring that the users view and updates of all data is stored within one system. Authorized users shall be able to respond directly from their monitoring queue, automatically create a work package with recommendations and upon approval automatically create ATPCO batches. Alternatively, users shall have the facility to create new Work Packages (fare proposal) or add the fares to an existing Work Package that will then follow the defined approval process.

100.   Users shall be able to respond directly from their monitoring queue, automatically create a work package with recommendations and upon approval automatically create ATPCO batches.

101.   Users shall have the facility to create new Work Packages (fare proposal) or add the fares to an existing Work Package that will then follow the defined approval process.

102.   Users can automatically recommend fares changes required and permits users to review and distribute the changes directly to ATPCO for batch creation.

103.   System shall enable users to react to competitor fare changes on behalf of another airline.

104. Ability to convert amounts to a user defined reference currency.

105. System shall provide users with the ability to compare fare record details and resolved rule conditions for multiple selected fares. The system will also highlight to users any differences between the fare and resolved rule conditions.

106. Ability to create and maintain fare and rule structure mappings in order to link their fare structure with that of their competitors. Users should be able to access and define the weighting of such elements, to ensure the system recommends the most applicable approach when reacting to competitors.

107. Ability to create dynamic links between key origins or destinations to be used to create responses. As such, system shall show these linked origins or destinations in when a competitor has updated fares for any of the linked origins or destinations.

108. System shall permit all users to define pricing strategies the system should respond with when reacting to competitor fares. Such as; = to or -/+ flat/percentile amounts.

109. System shall provide the ability to identify any changes to rules / footnotes pertaining to the user's markets of interest and compare the new rule text with the old rule text on a single screen.

110. Retrieve fares associated with a selected rule or footnote change.

111. System shall provide users, when responding to competitors fares, with the ability:
    a) to file and create new fares
    b) update existing fares
    c) cancel existing fares
    d) match existing fares
    e) copy existing fares

112. Ability to monitor competitor and own YQ/YR tax changes. A user should be able to filter the YQ/YR data using a number of flexible filters and sorting options.

113. System shall allow users to query active and historical YQ/YR tax information. A user is able to filter the YQ/YR data using a number of flexible filter and sorting options.

114. System shall provide the ability to compare OD based own and competitor fare structures through use of a variance percentage on the base or gross amount and rule conditions like min/max stay & advance purchase.

115. Users can create stored queries that can be used within the fares competitor monitoring functionality. The query may contain markets, carriers, fare basis codes, etc.

116. Shall have the facility to perform loading and analysis of internet fares from providers such as QL2.

117. System shall display current or historical Internet fares based on a set of user-defined query parameters.

118. Ability to view Internet fares data in a text format and query it by origin, destination and carrier.

119. Facilitate loading and analysis of MIDT (bookings) data.

120. Ability to export data to a number of file formats such as Excel, Word or CSV.

121. Download own & competitor fares data from the distribution data providers such as ATPCO.

K   Fare Work Package Security

122. Users can be restricted to not see the contents of any Business Area to which they are not assigned.

123. Users with the correct authorizations can approve fares, rules and instructions within a Work Package for a Business Area to which they are assigned. Access from unauthorized users shall be restricted.

124. Solution shall ensure that only authorized users can carry out other functions such as: Create a Work Package, Approve a Work Package, Complete a Work Package, Refer a Work Package, Stop or Withdraw a Work Package, Hold/Release a Work Package, Submit a Work Package, View a Work Package and Unlock a Locked Work Package

125. Solution shall have the ability to permit users to open Work Packages only at certain stages.

L   Groups Fares Management

126. Enables users to file and maintain group fares within the Fares Management System even though they are not distributed to GDS'/Pricing Systems.

127. Users can query group fares filed and maintained through the Fares Management System.

M   Data Feeds

128. Provide feed from Pros RMS (forecast and book loads)

129. Provide a pricing data feed directly to populate the PROS Revenue management system.

130. PROS data feed should include both constructed fare values, Category 12 surcharges and YQ/YR surcharge information if required.

131. Provide standard data feeds for systems (such as Revenue Accounting systems) to load fares data directly from the Fares Management system.

132. Provide a standard website feed from the Fares Management system.

133. Loads MIS/MIDT/QL2/eSMASH data into the central database

134. Load the industry standard tax data provided by TTBS (IATA)

135. Download own & competitor YQ/YR tax data into the central database.

136. Load IATA prorate factors

N   SPA Management and database (Pricing, Interline Pricing, Station)

137. Users can create & maintain SPA (primarily interline bilateral agreements) directly within the Fares Management system. The SPA can be created, modified, viewed and cancelled directly within a reference table.

138. Standard Template to support the creation and maintenance of SPA (primarily interline bilateral agreements) directly within the Fares Management system.

139. Facility to record SPB's where settlement is based on straight rate proration.

140. Allows authenticated Users to export and import SPA data to support internal communications as a Special Prorate Bulletin (SPB).

141. Alert to the Customer user prior to 03 months of SPA expiry (For Interline pricing team only)

142. Facility to circulate SPB data through email alert with pricewise URL (E mail interface, or an e mail alert to online & offline stations about a change taking place).

143. Historical data in relation to SPA and SPB to be available on query (up to 04 years backwards)

144. Provision to store class mapping data with Code Share partners UL*/OAL, OAL*/UL. Retrieve such class mapping by carrier and sector.

145. Ability to integrate UL RBD Calculator to validate Prorate Values.

146. Ability to perform Fare Queries of OWN and other airlines' Public Tariffs from ATPCO.

147. Ability to integrate Carrier YQ Table for viewing purposes.

148. Retrieve Chart 1 & Chart 2 information of SPA partner Airlines from ATPCO.

149. Querying facility to find availability of an SPB for given sector, airline, cabin in a given time period. Results shall include RBD, Prorate Level (SPB Value)/conditions of the SPB etc.

150. System should also be able to handle fare proposals with other airline segments. Evaluate minimum retention to UL considering interline prorate.

151. At the time of fare request and approval Pricing Analyst shall have the facility to compare different SPBs

152. Ability to do straight rate proration as and when the need arises with oneworld Alliance (oWL) or non-oWL partners.

153. Ability to generate reports based on available SPB data

154. Ability to track and generate reports on usage/performance by Carrier, month, sectors, RBD's, coupon numbers, fare basis etc.

155. Standard Template to support the creation and maintenance of SPB (primarily bilateral bulletin to the network) directly within the Fares Management system.

O   System Administration and Security

156. System Administrators can create, view and modify roles, user access and set these up directly within the system and apply/validate any changes.

157. System Administrators can maintain user accounts, roles, access permissions and other administration functions.

158. System Administrators can create and manage data definitions, such as Fare categories/families within a set of data management screens and tables.

159. Users can manage and maintain individual profiles of markets and carriers for competitive monitoring functions.

160. System Administrators can permit different levels of user access that can be maintained directly by customer.

161. Active Directory integration for Authentication.

162. Audit Log of all updates that are performed within the system, this includes, but is not limited to, changes to fares, approval of fare proposals, distribution dates of all fares data and batch files created.

8. **ADDITIONAL INFORMATION**
   A. Proposals shall be submitted with the Compliance Statement **(Annex I)** enclosed herewith.

   B. Prospective Suppliers/Vendors are encouraged to submit any additional features that are not specifically stated as a requirement above, provided such features brings value to the overall objectives & any additional features should be provided free of charge basis.

   C. Proposals shall state scalability for potential future expansions.

   D. Proposals shall state adoptability and integration capability to Cloud infrastructure for server/desktops and other cloud based applications and enterprise mobility framework etc.

   E. Proposers have the liberty to propose cloud based or an on premise solution or both as options, as applicable.

   F. All proposals shall detail implementation timelines not exceeding five (05) months from inception of the project.

   G. All proposals shall accompany details of proposed Service Levels for post implementation phase.

   H. Interested parties shall be ready to deliver a presentation/demonstration on proposed solutions on request at SriLankan premises.

   I. Proposed solutions shall indicate successful implementations in similar or larger scale Airlines and Proposers shall facilitate Reference Site Visits on request.

ANNEXURE B: Price Schedule Form
Procurement of an advanced Pricing Management Solution for SriLankan Airlines

Bidding Option I – System hosted at vendor location

Name of the Bidder   : …………………………………………………………………………..

Name of the Principal   : …………………………………………………………………………..

Name of the Manufacturer   : …………………………………………………………………………..

Line Item Nº	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Annex A				
2	Implementation cost (if applicable)				
3	Acquisition cost (if applicable)				
4	License cost (if applicable)				
5	Integration cost with other systems (If relevant)				
6	Project management cost				
7	Scoping study (if applicable)				
8	Product Customization (if applicable)				
9	Data migration				
10	Training				
11	Hardware cost (If applicable)				
12	Any other requirements - Please specify				
	Total one time cost for 5 years				
	Variable/Recurrent charges				
13	System usage fee (if applicable)				
14	Hosting charges (if applicable)				
15	Communication charges (if relevant)				
16	Any other requirements - Please specify				
17	Support & Maintenance cost for 01st year				
18	Maintenance & Support Cost for 2nd year (if applicable)				

Line Item Nº	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 60 months	Remarks
19	Maintenance & Support Cost for 3rd year (if applicable)				
20	Maintenance & Support Cost for 4th year (if applicable)				
21	Maintenance & Support Cost for 5th year (if applicable)				
	Total variable recurrent cost for 5 years				
	All-inclusive total project cost for 5 years				

SriLankan Ailines will have the option to terminate the contract for convenience at any point by giving 02 month's notice. Bidders are requested to state the premature termination cost in case SriLankan Airlines opts to terminate the contract prior to 5 year contract period. Please quote your rates on the following basis,

	Description	Cost
a)	Cost related to premature termination at the end of 1st year	
b)	Cost related to premature termination at the end of 2nd year	
c)	Cost related to premature termination at the end of 3rd year	
d)	Cost related to premature termination at the end of 4th year	

The proposals with attractive premature termination charges will be also considered at the final evaluation.

Payment terms for Option I: Quarterly in arrears over the 5 year period - Please confirm.

Details of hosted infrastructure for Option I - System hosted at vendor location : (Details of Hosted Infrastructure to be indicated by the Bidder)
Advance payment is **not** acceptable. 30 days credit from the date of invoice
A bank guarantee (unconditional, irrevocable and on first written demand) of 10% of the total order value shall provide to cover both the warranty period and contract period)

Bid Validity:…………………………………………

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

Acceptance on 10% performance security:……………………………………………………………………

Implementation lead time: …………………………………………………………………………………………………..

Available locations for inspection of the proposed solution/service - ……

Method of payment   :

Bank details   :

Head Office   :

Account Name   :

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

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

ANNEXURE B: Price Schedule Form
Procurement of an advanced Pricing Management Solution for SriLankan Airlines

Bidding Option II – System hosted at SriLankan Airlines premises

Name of the Bidder   : …………………………………………………………………………..

Name of the Principal   : …………………………………………………………………………..

Name of the Manufacturer : …………………………………………………………………………..

Line Item Nº	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 60 months	Remarks
1	**Core Infrastructure -** Backend Equipment required to support the solution as per the RFP requirement [Detailed line item BOM with pricing to be provided by the bidder]				
1.1	………………………………………				
1.2	………………………………………				
1.3	………………………………………				
1.4	………………………………………				
1.5	………………………………………				
2	Cost of the Solution which covers the mandatory requirements at Annex A				
3	Implementation cost (if applicable)				
4	Acquisition cost (if applicable)				
5	License cost (if applicable)				
6	Integration cost with other systems (If relevant)				
7	Project management cost				
8	Scoping study (if applicable)				
9	Product Customization (if applicable)				
10	Data migration				
11	Training				
12	Hardware cost (If applicable)				

Line Item Nº	Description of Solution	Unit of Measure	Recurrent Cost per month	Total cost for 60 months	Remarks
13	Any other requirements - Please specify				
	Total one time cost for 5 years				
	Variable/Recurrent charges				
14	System usage fee (if applicable)				
15	Hosting charges (if applicable)				
16	Communication charges (if relevant)				
17	Any other requirements - Please specify				
18	Support & Maintenance cost for 01st year				
19	Maintenance & Support Cost for 2nd year (if applicable)				
20	Maintenance & Support Cost for 3rd year (if applicable)				
21	Maintenance & Support Cost for 4th year (if applicable)				
22	Maintenance & Support Cost for 5th year (if applicable)				
	Total variable recurrent cost for 5 years				
	All-inclusive total project cost for 5 years				

SriLankan Ailines will have the option to terminate the contract for convenience at any point by giving 02 month's notice. Bidders are requested to state the premature termination cost in case SriLankan Airlines opts to terminate the contract prior to 5 year contract period. Please quote your rates on the following basis,

	Description	Cost
a)	Cost related to premature termination at the end of 1st year	
b)	Cost related to premature termination at the end of 2nd year	
c)	Cost related to premature termination at the end of 3rd year	
d)	Cost related to premature termination at the end of 4th year	

The proposals with attractive premature termination charges will be also considered at the final evaluation.

Payment terms for Option II: Please confirm
      a) **Total one time cost & other related charges – On successful User Acceptance Testing (UAT) & project go-live**
      b) **Variable/recurrent charges & maintenance and support: Quarterly in arrears over the 5 year period**

Infrastructure requirements for Option II - System hosted at SriLankan Airlines Premises: (Infrastructure requirements to be indicated by the Bidder.

Advance payment is **not** acceptable. 30 days credit from the date of invoice
A bank guarantee (unconditional, irrevocable and on first written demand) of 10% of the total order value shall provide to cover both the warranty period and contract period)

Bid Validity:……………………………………

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

Acceptance on 10% performance security:………………………………………………………………

Implementation lead time: …………………………………………………………………………………………..

Available locations for inspection of the proposed solution/service - …………………………………………………………………………………………………

Method of payment   :

Bank details   :

Head Office   :

Account Name   :

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

…………………………………….. *[signature of person signing the Bid]*
…………………………………..*[designation of person signing the Bid with frank]*
Date : ……………………… *[insert dat*

ANNEXURE C: Bid Security Declaration form

[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 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 three years starting on the latest date set for closing of bids of this bid, if we:
   (a) withdraw our Bid during the period of bid validity period specified; or
   (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
   (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of authorized representative] In the Capacity of [insert title]
Name [insert printed or typed name]
Duly authorized to sign the bid for and on behalf of [insert authorizing entity]
Dated on [insert day] day of [insert month], [insert year]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
--------------[insert the issuing agency's name, and address of issuing branch or office]------------

Beneficiary : SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka
Date : ------------[insert (by issuing agency) date]

ANNEXURE D : Performance Security

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

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

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

Date: --------------------------

PERFORMANCE GUARANTEE No: --------------------------------

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

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

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

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

_____
[signature(s)]

ANNEXURE E : Clientele Information Form

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

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

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 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 A (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.

1.1.2   Be deemed to have appraised itself fully of the provisions of this Agreement.

1.1.3   Ensure that Service/solution provided under this Agreement shall:

   a)   be in accordance with the specifications set out in Annex A;
   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 BThe 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 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 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 manufacturing plant once the Service/solution are completely manufactured for minimum 2 personnel of SriLankan Airlines at contractors cost (expect air fare of SriLankan Airlines destinations) at the manufacturing location.

1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.

1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.

1.2   In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.

1.3   In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B 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 2 years from the date mentioned in the Commissioning and Acceptance Form in Annex C 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 A 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 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 to the same rates as specified under Schedule C.

2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractoras 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 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 A are handed over by the contractor.   If there is a discrepancy in quantity received and quantity indicated in invoice, UL will inform same to 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 theService/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 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 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within …………. days from the date of Commissioning and Acceptance in Annex C . The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.

3.4   SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties

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

3.5   SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.

3.6   Payment shall be made in according to the payment details provided in Schedule C.

3.7   Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: swarna.liyanage@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 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.

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 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 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 despatch.

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

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

11.   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   : 01 9733 5218
         E-mail: sarath.jayathunga@srilankan.com /Chamudi.Mallawarachchi@srilankan.com

Attention: Mr Sarath Jayathunga/ Ms Chamudi Mallawaarachch

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:

ANNEXURE G– NON DISCLOSURE AGREEMENT

It is understood and agreed to that the below identified discloser 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

1. 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.

2. All Confidential Information received by Receiving Party from the SriLankan Airlines Limited (hereinafter referred 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

3. 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.

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

5. 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.

6. This Agreement shall commence on the date first written and signed below and shall continue thereafter for an indefinite period

7. 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   :

ANNEXURE H- INFORMATION SECURITY COMPLIANCE CHECKLIST

#	Information Security Checklist	Complied/ Not Complied	Remarks
A	**Authentication & Password Compliance**		
1	Role Based Access & Workflow Approvals (Segregation of Duties)		
2	Active Directory (AD) Integrated (If **Yes**, please proceed to A-7)		
3	Password age – 60 Days		
4	Minimum password length – 8 Characters		
5	Password change at initial login		
6	Password Complexity		
6.1	At least one 'UPPERCASE' character		
6.2	At least one 'lowercase' character		
6.3	Mixture of numbers and/or symbols		
6.4	Account Lockout		
6.5	Lockout after 5 unsuccessful attempts		
6.6	30 minutes lockout duration		
6.7	Password History – 8 Passwords		
6.8	Availability of multiple-factor authentication (If Yes, please provide information in remarks)		
6.9	Transfers authentication information through secure protocols (If Yes, please provide information in remarks)		
6.10	Ability to display the time and date of last successful login, and any failed login attempts to user		
7	Vendor shall support integration of solution with Microsoft Identity Manager for Identity & Access Management		
B	**Backups**		
8	Scheduled configuration backups		
9	Scheduled data backups		
10	Backup retention period:		

10.1	Financial data : for 10 years		
10.2	Other data: 2 years minimum		
C	**Audit & Event Logs** (for all user activities, including administrative and privileged user activities, and system configuration changes)		
11	Application Audit Logs (including transaction logs)		
12	Database Level Audit Logs		
13	OS Level Audit Logs		
14	Event Logs (including successful/unsuccessful login attempts)		
15	Integration with McAfee Enterprise Security Manager for log correlation and management (recommended log format: syslog)		
D	**Encryption**		
16	256 bit key encryption for data at rest and in transit.		
17	Application services support enabling a public-key infrastructure (public key cryptography and digital signatures) (If Yes, please provide information in remarks)		
E	**Data Validation**		
18	Input & Output Data Validation		
F	**Connectivity and Access Control**		
19	Web applications enabled with TLS 1.2 certificates		
20	Remote diagnostic and configuration port should be protected.		
21	Ability to configure inactive Sessions timeout (for Application, Database, OS, Console) (If Yes, please provide information in remarks)		
22	Ability to configure a Log-on banner		
G	**Dependent Systems and Services** (if yes, please provide information on systems/services/ports in remarks)		
23	Solution necessitates dependent systems & services		
H	**Vulnerability Assessment**		

24	SriLankan Airlines will perform Vulnerability Scans at least annually and findings will be notified to vendor. If any vulnerability is found, vendor shall agree to apply security patches in mutually agreed timeline.		
I	**Service Continuity**		
25	Availability - 99.95%		
26	Recovery Time Objective - 1 hour		
27	Recovery Point Objective - 1 hour		
28	Vendor agrees to setup a local office or a competent local service provider to assist SriLankan Airlines in support queries or incidents.		
29	Signed Service Level Agreement including, and not limited to,		
29.1	Reflect Service Continuity objectives set forth above I-25 to I-27		
29.2	Defined Response Times and Resolution Times based on defined priorities		
29.3	Periodic service review meetings between SriLankan Airlines and the vendor		
29.4	Escalation Criteria for Incident Management to ensure performance of services under the Service Level Agreement		
29.5	Information about the licensing arrangements (for dependents systems/services), code ownership and intellectual property rights related to the vendor's products/ services		
29.6	Service Credits for failing to meet performance of services under the Service Level Agreement		
J	**Right to Audit & Monitor**		
30	Vendor/Service Provider agree that performance of the Services will be subject to monitoring by SriLankan Airlines.		

31	Vendor/Service Provider agree to keep accurate and complete records and accounts pertaining to the performance of the Services. Upon no less than seven (7) days' written notice, and no more than once per calendar year, SriLankan Airlines may audit, or nominate a reputable firm to audit, records relating to performance of vendor/service provider under the Service Level Agreement, during the agreement period and for a period of three (03) months thereafter.		
32	If Vendor/Service Provider obtains third party services by means of outsourcing or sub-contract, Vendor/Service Provider is required to ensure such activities maintain applicable records to reflect the services agreement with SriLankan Airlines and will be subject to audit/monitor as set forth in J-31 & J-32 above.		
K	**Licensing Requirements**		
33	Does the solution necessitate additional licenses for third party components/services? (If Yes, please provide information in remarks)		
34	If solution necessitates additional licenses for third party components/services, please state if such licenses are included in the proposed solution? (If No, please provide details of additional licenses required from SriLankan Airlines)		
L	**Legislative, Standards & Regulatory Compliance**		
35	Proposed solution and service provider is compliant for ISO/IEC 27001:2013 Information Security Management System (ISMS) (if proposed solution is compliant to other standards, legislative and regulatory requirements, please provide details in 'Remarks').		
36	Vendor agrees to sign a Reciprocal Non Disclosure Agreement with SriLankan Airlines		

37	Information shared or services obtained as part of SriLankan Airlines engagement with vendor will be governed by requirements set forth in ISO/IEC 27001:2013 Information Security Management System (ISMS) and subjected to signing a Reciprocal Information Security Schedule which will become an integral part of the Service Agreement(s).			

ANNEXURE I-COMPLIANCE CHECKLIST

Annex I: Compliance Checklist			
#	**RFP - Pricing Management Solution**	**Complied/ Not Complied**	**Remarks**
A	**Fare Work Packages**		
1	System shall allow for Fares/Add-ons with a Work Package to be defined using a Point of Sale or Sales country.		
2	Solution shall facilitate filing of own and subsidiary partner carrier's fares within the same work package or separate individual work packages, as appropriate to your workflow.		
3	Solution shall provide the ability to create a Work Package that includes, on individual and separate tabs: fares, add-ons, rules, footnotes, routings, applicable agents, rule instructions and attachments.		
4	Solution shall provide facility to create work packages with fare discount percentages for specific channels.		
5	Solution shall provide facility to approve special ancillary revenue components.		
6	Users can set a clearly defined filing date along with the ability to identify a target sub for distribution.		
7	Users can create, within a Work Package, a number of fare products for a number of Points of sale or business areas.		
8	Users can specify whether government/charter approval is required with accompanying justification.		
9	System shall be able to validate that all distribution requirements including rules, routings, fares, footnotes and add-ons issue present and valid prior to distribution to all selling systems.		
10	Solution shall cater for fare rules in detail and in line with ATPCO requirements.		
11	Ability to re-use fare and add-on Work Packages.		
12	System shall enable copying of fares/add-ons from within the system and pasting into the work package.		
13	Users can select appropriate business area to ensure the correct approval hierarchy and work flow.		
14	Ability to compare versions of the fare Work Packages, in particular, when Work Packages have been sent between departments/users on a number of occasions.		
15	Users can specify Origin and/or Destination using pre-defined city groups during the fare creation within a Work Package.		
16	Ability to clearly see the action required for records within a Work Package. This must show if any fare/add-on is new, updated or cancelled.		
17	Solution shall perform data validations at different stages during the workflow and life of a work package to ensure all data is present and accurate to ensure the work package can be moved to the next stage of the workflow process.		
18	Allow users to search for existing footnotes that are compliant with the associated sale and/or travel conditions of the fare.		
19	Allow users to enter or import competitor market fare data to be referenced within a Work Package.		

20	Users can approve/reject Work Packages at the following levels; - the individual fare/add-on record level. - the Work Package level.		
21	Users can create work packages containing fares / add-ons that are not filed (e.g., manual fare distribution.		
22	Users can associate the appropriate agents to the fares work package with appropriate justification.		
23	Users can search for Work Packages that have exceeded their filing date and have not yet been filed. The system can also query the Work Packages that have been approved over the last "n" days ("n" is configurable).		
24	Users with the appropriate privileges can set email notification rules pertaining to the workflow.		
25	System shall allow users to export details shown on the workflow queue for internal reporting purpose.		
26	Users to run queries on Work Packages using a Work Package Query.		
27	Calculate fares by using IATA Prorate factors.		
28	Users can save any unfinished work for processing at a later time either by saving the Work Package or by locking the Work Package.		
B	**Fare Querying**		
29	Solution shall display, within a single query function, all customer fares including: • customer & subsidiary partners (e.g. - ATPCO) filed public and private specified or constructed fares and OAL filed public specified or constructed fares • customer & subsidiary partners (e.g. - ATPCO) filed public and private add-ons and OAL filed public add-ons • customer and key competitor Internet fares • customer CAT 25 derived fares levels and amount and percentile differences versus the base levels. • customer & subsidiary partners fares / add-ons that are maintained within the system but not filed (such as paper fares) subsidiary partners (e.g. - ATPCO)		
30	Display query results clearly showing the base fare levels, tax, YQ/YR, Cat 12 Surcharges, All Inclusive fares and the associated rule conditions in an integrated and user-friendly graphical display.		
31	Solution shall utilize the (industry standard) ATPCO Tax, YQ/YR and rules data feeds to calculate the all inclusive fare amounts (sell out/gross values of fares) for individual O & D's.		
32	Ability to copy and paste data across different functional areas of the system. For example, users can copy its own or its competitors fares data from the fare query screens into Work Packages or proposals.		
33	Enables users to view route maps associated to any filed fare (e.g. - ATPCO) that has a route map attached to it.		
34	Enables users with a complete view of the fare record and all of the resolved rule & footnote conditions. Users can view additional information for constructed fares and construction data within the complete fare record view.		
35	Ability to analyze the travel dates for competitor and own fares.		

36	Enables users to run a simple fare and rule comparison, producing a side by side comparison of the fare and rule. The system will highlight differences within the rule in order for users to identify the differences in fare conditions.		
37	Provides the ability to display specified and constructed fares in the same screen. The system will show add-on construction information at either end of the route, as applicable.		
38	Provides the ability to clearly show the method of fare construction for add-on constructed fares and be able to compare it to an un-constructed specified fare.		
39	Ability to convert fare levels from one currency to another using the IATA/BSR exchange rates.		
40	Run specific queries between markets for a number of carriers across specific and multiple markets.		
41	Allows users to export data into a number of different formats including Word, Excel and CSV.		
42	Allows users to define rule condition criteria to their queries in order to provide a more refined set of results. Users can choose to include general rule details within the rule results.		
43	Allows users to query and display Reservation Booking Designator data for Prime booking codes, Chart 1 and Chart 2 is supported in a tabular format.		
44	Ability to explore Cat 25 derived fares by targeting certain criteria for displaying the derived fare information.		
45	Enables users to view the add-on bucket (ATPCO) and add-on zone (e.g. - ATPCO) definitions for fare constructions.		
46	Enable users to query all public rules and private rules of OWN, Subsidiary, Public rules of other carriers and including Record 8 and Cat 25. Users are able to select and manually enter parameters to drill down and refine the query result.		
47	Cat 15/Cat 35 security information and Cat 1 account code for a selected fare (e.g.- ATPCO).		
48	Ability for users to query OWN, Subsidiary fares and rules through user defined & maintained fare categorization/branding.		
49	Ability to query Full Map Routings to display a text version of route maps from ATPCO.		
50	Ability to query full Route maps from ATPCO		
51	Ability to run Origin & Destination based fare comparison queries that display own and other airline specified fares in a side by side format.		
52	Ability for users to run background queries, so they can continue to use the system whilst the query is being run.		
53	Enables users to generate a report that displays the lowest All Inclusive Fares for the applicable travel dates over a 1 year period.		
54	Allows users to run queries on active and historical information for all rule categories including Footnotes.		
55	Allows users to save and share frequently used fare queries with other users of the system.		
C	**Workflow, Fare Approval and Distribution**		
56	Solution shall provide a single workflow process to allow local sales staff, head office staff and support staff to create fare proposals for negotiation, approval and distribution.		

57	Users shall have the ability to view the status of any work package/proposal during the workflow process using the electronic work queue.		
58	Workflow queue shall be accessible by an authorized user regardless of their physical location.		
59	Workflow queue shall include the 'priority' and 'required by date' of approval of each work package. Users will have the ability to sort and filter on either of these options.		
60	Solution shall allow Work Packages to be: • Sent for approval • Down for changes to be made * Create Approvals * Negotiations * Add attachments • Sent to be distributed • Sent to a functional / decision support team for specific changes, additions or comments. • Additional steps can be configured as required.		
61	Users should be able to withdraw a work package from progression within the workflow and therefore no further editing is permitted.		
62	Users shall be able to place Work Packages on hold to prevent and further progressing within the workflow. Users are then able to release the Work Package back into the workflow.		
D	**CAT 25 Explorer**		
63	Allows users to run queries on CAT25 filed data to determine what CAT25 rules impact what base fares, O&D's and booking classes.		
64	Users can determine the impact of the proposed discounts even before the Cat 25 is filed.		
65	Allows users to identify derived fares for a selected base fare within the Active fares display and active fares display formats.		
66	Allows users to query fare by rules by account code, tour code and rule title.		
67	Allows users to query fare by rules by specific origin / destination points.		
68	Allows users to export CAT25 derived fares into a number of file formats such as Excel, Word or CSV.		
E	**Rule Management**		
69	Ability to create and build rules for own and subsidiary partner carriers in a user friendly graphical display.		
70	Ability to create a set of Rule instructions using a text template to support a simple, distribution (ATPCO) ready and standardized instruction process.		
71	Allows all rules/rule types to be allocated to a point of sale or fare product type.		
72	Ability to maintain and update all rule categories including CAT25/CAT35		
73	Ability to manage all rule data within a rule table that shows 'active rules for use' and 'applicable tariff'.		
74	Ability to modify and preview rule conditions defined by: • rule category (including sequence and table information). • entire rule text applicable to a fare.		

75	Facility to copy existing rules from within the system and pasting them into the work package for updating or creating new rules by reusing the copied rule data.		
76	Compare the updated version of the rule with the original version or the currently active version of the copied rule.		
F	**Routing Management**		
77	View route maps using either a graphical or text update tool.		
78	Manage all routings data within a routing table that clearly shows the routing that are active for use, the tariff they are applicable to and the route number.		
79	Users can attach the correct own, Subsidiary routings to the fares / add-ons in a work package by searching the appropriate route maps through user defined & maintained fare categorization/branding.		
80	Search for existing route maps by entry or exit points.		
G	**Market Information Data Query**		
81	Enables users to run market share queries directly within the fares management and distribution system.		
82	Solution can populate MIDT data in both a graphical and table format depending on user preference.		
H	**Channel & Agent Distribution Management**		
83	Centralized agency database enabling automated direct distribution of fare sheets via email.		
84	Users can run queries on agents' approved and performance data that is contained within the system.		
85	Users can query fare sheets and associated attachments that have been sent in the past to eligible agencies and build a historical library of distribution activity.		
86	Users can assign agents to specific fare products and points of sale in line with commercial agreements.		
87	Users to associate the appropriate agents to the fares work package, as appropriate.		
I	**Data Distribution**		
88	Automatically upload all fares and add-ons data from either approved fare Work Packages or directly for competitor response.		
89	Automatically upload all rules, routings and add-ons data from approved fare Work Packages directly to the distribution system and automatically release the data, with no manual intervention, for onward distribution to electronic distribution channels such as the GDS.		
90	Automatically produces fare/rate sheets from approved fare Work Packages and email them directly to an approved set of customers or internal departments such as ticket audit.		
91	Preview automatically generated fare/rate sheet prior to distribution to the approved customers.		
92	Add all fares, rules, routings, add-ons and batch references and GFS references within the approved Work Package if distributing with ATPCO.		
93	Distribute via sub transmissions Public and Private Fares Data from ATPCO to all subscribers, such as GDS's electronically in industry		

	standard formats		
94	Distribute via sub transmissions Public and Private Rules from ATPCO to all subscribers, such as GDS's electronically in industry standard formats		
95	Distribute via sub transmissions Public and Private Routings from ATPCO to all subscribers, such as GDS's, electronically in industry standard formats		
96	Distribute via sub transmissions Public and Private Add-ons data from ATPCO to all subscribers, such as GDS's, electronically in industry standard formats		
J	**Competitor Monitoring**		
97	users given alerts based on the competitor in their respective markets		
98	Facilitates monitoring of competitor data. In addition, Users need to have the ability to assign their own markets as priorities and only being shown changes that impact their prioritized markets. These changes will be placed on a dedicated user queue for analysis.		
99	Users can respond to competitors fare information in a number of ways, ensuring that the users view and updates of all data is stored within one system. Authorized users shall be able to respond directly from their monitoring queue, automatically create a work package with recommendations and upon approval automatically create ATPCO batches. Alternatively, users shall have the facility to create new Work Packages (fare proposal) or add the fares to an existing Work Package that will then follow the defined approval process.		
100	Users shall be able to respond directly from their monitoring queue, automatically create a work package with recommendations and upon approval automatically create ATPCO batches.		
101	Users shall have the facility to create new Work Packages (fare proposal) or add the fares to an existing Work Package that will then follow the defined approval process.		
102	Users can automatically recommend fares changes required and permits users to review and distribute the changes directly to ATPCO for batch creation.		
103	System shall enable users to react to competitor fare changes on behalf of another airline.		
104	Ability to convert amounts to a user defined reference currency.		
105	System shall provide users with the ability to compare fare record details and resolved rule conditions for multiple selected fares. The system will also highlight to users any differences between the fare and resolved rule conditions.		
106	Ability to create and maintain fare and rule structure mappings in order to link their fare structure with that of their competitors. Users should be able to access and define the weighting of such elements, to ensure the system recommends the most applicable approach when reacting to competitors.		
107	Ability to create dynamic links between key origins or destinations to be used to create responses. As such, system shall show these linked origins or destinations in when a competitor has updated fares for any of the linked origins or destinations.		
108	System shall permit all users to define pricing strategies the system should respond with when reacting to competitor fares. Such as; = to or -/+ flat/percentile amounts.		

109	System shall provide the ability to identify any changes to rules / footnotes pertaining to the user's markets of interest and compare the new rule text with the old rule text on a single screen.		
110	Retrieve fares associated with a selected rule or footnote change.		
111	System shall provide users, when responding to competitors fares, with the ability: •to file and create new fares • update existing fares • cancel existing fares • match existing fares • copy existing fares		
112	Ability to monitor competitor and own YQ/YR tax changes. A user should be able to filter the YQ/YR data using a number of flexible filters and sorting options.		
113	System shall allow users to query active and historical YQ/YR tax information. A user is able to filter the YQ/YR data using a number of flexible filter and sorting options.		
114	System shall provide the ability to compare OD based own and competitor fare structures through use of a variance percentage on the base or gross amount and rule conditions like min/max stay & advance purchase.		
115	Users can create stored queries that can be used within the fares competitor monitoring functionality. The query may contain markets, carriers, fare basis codes, etc.		
116	Shall have the facility to perform loading and analysis of internet fares from providers such as QL2.		
117	System shall display current or historical Internet fares based on a set of user-defined query parameters.		
118	Ability to view Internet fares data in a text format and query it by origin, destination and carrier.		
119	Facilitate loading and analysis of MIDT (bookings) data.		
120	Ability to export data to a number of file formats such as Excel, Word or CSV.		
121	Download own & competitor fares data from the distribution data providers such as ATPCO.		
K	**Fare Work Package Security**		
122	Users can be restricted to not see the contents of any Business Area to which they are not assigned.		
123	Users with the correct authorizations can approve fares, rules and instructions within a Work Package for a Business Area to which they are assigned. Access from unauthorized users shall be restricted.		
124	Solution shall ensure that only authorized users can carry out other functions such as: Create a Work Package, Approve a Work Package, Complete a Work Package, Refer a Work Package, Stop or Withdraw a Work Package, Hold/Release a Work Package, Submit a Work Package, View a Work Package and Unlock a Locked Work Package		
125	Solution shall have the ability to permit users to open Work Packages only at certain stages.		
L	**Groups Fares Management**		

126	Enables users to file and maintain group fares within the Fares Management System even though they are not distributed to GDS'/Pricing Systems.		
127	Users can query group fares filed and maintained through the Fares Management System.		
M	**Data Feeds**		
128	Provide feed from Pros RMS (forecast and book loads)		
129	Provide a pricing data feed directly to populate the PROS Revenue management system.		
130	PROS data feed should include both constructed fare values, Category 12 surcharges and YQ/YR surcharge information if required.		
131	Provide standard data feeds for systems (such as Revenue Accounting systems) to load fares data directly from the Fares Management system.		
132	Provide a standard website feed from the Fares Management system.		
133	Loads MIS/MIDT/QL2/eSMASH data into the central database		
134	Load the industry standard tax data provided by TTBS (IATA)		
135	Download own & competitor YQ/YR tax data into the central database.		
136	Load IATA prorate factors		
N	**SPA Management and database (Pricing, Interline Pricing, Station)**		
137	Users can create & maintain SPA (primarily interline bilateral agreements) directly within the Fares Management system. The SPA can be created, modified, viewed and cancelled directly within a reference table.		
138	Standard Template to support the creation and maintenance of SPA (primarily interline bilateral agreements) directly within the Fares Management system.		
139	Facility to record SPB's where settlement is based straight rate proration.		
140	Allows authenticated Users to export and import SPA data to support internal communications as a Special Prorate Bulletin (SPB).		
141	Alert to the Customer user prior to 03 months of SPA expiry (For Interline pricing team only)		
142	Facility to circulate SPB data through email alert with pricewise URL (E mail interface, or an e mail alert to online & offline stations about a change taking place).		
143	Historical data in relation to SPA and SPB to be available on query (up to 04 years backward)		
144	Provision to store class mapping data with Code Share partners UL*/OAL, OAL*/UL. Retrieve such class mapping by carrier and sector.		
145	Ability to integrate UL RBD Calculator to validate Prorate Values.		
146	Ability to perform Fare Queries of OWN and other airlines' Public Tariffs from ATPCO.		
147	Ability to integrate Carrier YQ Table for viewing purposes.		
148	Retrieve Chart 1 & Chart 2 information of SPA partner Airlines from ATPCO.		

149	Querying facility to find availability of an SPB for given sector, airline, cabin in a given time period. Results shall include RBD, Prorate Level (SPB Value)/conditions of the SPB etc.		
150	System should also be able to handle fare proposals with other airline segments. Evaluate minimum retention to UL considering interline prorate.		
151	At the time of fare request and approval Pricing Analyst shall have the facility to compare different SPBs.		
152	Ability to do straight rate proration as and when the need arises with oneworld Alliance (oWL) or non-oWL partners.		
153	Ability to generate reports based on available SPB data.		
154	Ability to track and generate reports on usage/performance by Carrier, month, sectors, RBD's, coupon numbers, fare basis etc.		
155	Standard Template to support the creation and maintenance of SPB (primarily bilateral bulletin to the network) directly within the Fares Management system.		
O	**System Administration and Security**		
156	System Administrators can create, view and modify roles, user access and set these up directly within the system and apply/validate any changes.		
157	System Administrators can maintain user accounts, roles, access permissions and other administration functions.		
158	System Administrators can create and manage data definitions, such as Fare categories/families within a set of data management screens and tables.		
159	Users can manage and maintain individual profiles of markets and carriers for competitive monitoring functions.		
160	System Administrators can permit different levels of user access that can be maintained directly by customer.		
161	Active Directory integration for Authentication.		
162	Audit Log of all updates that are performed within the system, this includes, but is not limited to, changes to fares, approval of fare proposals, distribution dates of all fares data and batch files created.		

SCHEDULE A

1. **Preliminary:**

   1.1   The specifications of Solution& service shall be deemed to form and be read and construed as an integral part of the Agreement.

   1.2   If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Solution/service, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.

   1.3   Please refer **Annex A** attached for Specifications of the Pricing Management Solution

2. **Time Schedule:**

   2.1   The Contractor shall upon receipt of the Purchase Order successfully complete the implementation of the Solution/service to the locations specified in Schedule B according to the deadline given in Annex B as set forth under the Purchase Agreement, Purchase Order in accordance to the terms and conditions of the Agreement.

SCHEDULE B

(LOCATIONS)

1.   **Locations:**

The Contractor shall supply and deliver the Goods/service as follows:

      1. Option I – Hosted Service Option (Hosted at Vendor location) for 5 years

      2. Option II – License Option (Hosted at SriLankan) for 5 years

2.   **Access to Locations:**

2.1   Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.

2.2   The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Solution/service under this Agreement shall under no circumstance violate Clause 2.1 above.

2.3   The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C

(RATES & CHARGES)

1. **Rates**

    1.1 Rates payable by SriLankan Airlines to the Contractor in respect of the Solution/service specified under this Agreement will be as follows:

    Please refer Annex B for Price Schedule Format.

    1.2 Notwithstanding the Clause 1.1 in this Schedule, SriLankan Airlines shall be entitled to deduct from the aforementioned amounts payable by SriLankan for the delivery of the Solution/service any monies as may be deductible under this Agreement.

2. **Bank Guarantee**

    a. Bank Guarantee / Performance Security Deposit Amount shall be for a minimum amount of 10% of the agreement value as security to secure the due and proper performance by Contractor of its obligations inter alia under this Agreement.

    Deadline of the Performance Security: within 14 days of the receipt of notification of award from the Purchaser the successful bidder shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D.