



**STANDARD BIDDING DOCUMENT  
INTERNATIONAL COMPETITIVE BIDDING**

**INVITATION FOR SUBMISSION OF BIDS FOR THE  
PROVISIONING OF AN AUTOMATED FLIGHT PLANNING SOLUTION  
FOR  
SRILANKAN AIRLINES**

**IFB REFERENCE NO: CPIT/ICB 04/2020**

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

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Dear Sir/Madam,

**IFB NO: CPIT/ICB 04/2020**

**INVITATION FOR BIDS FOR THE PROVISIONING OF AN AUTOMATED FLIGHT PLANNING SOLUTION FOR SRILANKAN AIRLINES.**

SriLankan Airlines hereby invites tenders for provisioning of an Automated Flight Planning Solution for SriLankan Airlines. The bid document is attached herewith.

**Bid should be submitted in a sealed envelope** with the IFB number clearly marked on the top left corner of each envelope addressed to **Senior Manager Commercial Procurement, SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka** by 11.00 a.m. (Sri Lankan time: GMT +0530) on 13 October 2020.

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

Any inquiry/clarification about the Tender should be e-mailed [to tharaka.hindurangalage@srilankan.com](mailto:tharaka.hindurangalage@srilankan.com) and [sarath.jayathunga@srilankan.com](mailto:sarath.jayathunga@srilankan.com) to reach on or before 25 September 2020.

**Bids will be opened at 11.15 a.m. (Sri Lankan time: GMT +0530) on 13 October 2020 at SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka.** Kindly note that 01 representative per bidding company is permitted to be present at the tender opening. Please contact any of the above, well in advance for the arrangement of Security clearance.

Yours Faithfully,

**Chairman of Standing Cabinet Appointed  
Procurement Committee,  
Ministry of Tourism and Civil Aviation.  
On behalf of SriLankan Airlines Limited**

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BID ACKNOWLEDGEMENT FORM

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

IFB NO: CPIT/ICB 04/2020

INVITATION FOR BIDS FOR THE PROVISIONING OF AN AUTOMATED FLIGHT PLANINNING  
SOLUTION FOR SRILANKA AIRLINES.

Download of your ..... is hereby acknowledged

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

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

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

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

Signed : .....

Title : .....

Company : .....

Date : .....

## Section I. Instructions to Bidders (ITB)

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

### General

#### 1. Scope of Bid

1.1. SriLankan Airlines issues these Bidding Documents for the provisioning of an automated Flight Planning Solution for SriLankan Airlines as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.

1.2. Throughout these Bidding Documents:

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

#### 2. Ethics, Fraud and Corruption

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

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

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

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

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

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

### 3. Eligible Bidders

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by SriLankan Airlines to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

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

### 4. Eligible Goods and Related Services

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

# Contents of Bidding Documents

## 5. Sections of Bidding Documents

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

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

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

## 6. Clarification of Bidding Documents

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

## 7. Amendment of Bidding Documents

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

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

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

## Preparation of Bids

### 8. Cost of Bidding

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

### 9. Language of Bid

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

### 10. Documents Comprising the Bid

10.1 The Bid shall comprise the following:

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

### 11. Bid Submission Form and Price Schedules

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

### 12. Alternative Bids

12.1 Alternative bids shall not be considered.

### 13. Bid Prices and Discounts

13.1 There will be ONLY ONE ROUND of bidding. However, SriLankan Airlines reserves the right to negotiate with the lowest evaluated, substantially responsive Bidder(s).



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

#### 14. Currencies of Bid

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

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

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

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

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

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

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

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

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

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

#### 18. Period of Validity of Bids

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

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

## **19. Bid Declaration**

- 19.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annex C.
- 19.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 19.1, Shall be rejected by Sri Lankan Airlines as non-responsive.
- 19.3 Bid Securing Declaration may be executed:
- (a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission from, except as provided in ITB Sub-Clause 24.1 or
  - (b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to ITB Sub-Clause 29.3
  - (c) If the successful Bidder fails to:
    - (i) Sign the contract in accordance security with 1TB Sub-Clause 40;
    - (ii) Furnish a performance Security in accordance with 1TB Clause 41;

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

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

## **Submission and Opening of Bids**

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

- 21.1 Bidders may always submit their bids by post/ courier or by hand.
- (a) Bidders submitting bids by post/ courier or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelope as "ORIGINAL" and "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
  - (b) Completed Technical (un-priced) and Financial (priced) proposal should be submitted in two separate sealed envelopes with the IFB reference no. CPIT/ICB 04/2020 and the Bidding Company's name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. The Bid Submission Form (Section IV Annex A) and the Bid Securing Declaration (Section IV - Annex C) should be submitted in a separate envelope along with the Financial proposal.

(c) The bidder shall submit the proposals for the following two financial options separately in the price schedule forms attached at Annex B-I & B-II.

- 1) Financial Option I - Fully Managed Service model including Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at the Vendor location. Price schedule form attached at Annexure B-I.
- 2) Financial Option II - Fully Managed Service model including supply & Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan premises. All infrastructure requirements for the overall solution needs to be supplied by the Bidder. Price Schedule form attached at Annexure B-II.

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

21.2 The inner and outer envelopes shall:

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

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

## 22. Deadline for Submission of Bids

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

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

## 23. Late Bids

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

## 24. Withdrawal, and Modification of Bids

- 24.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required).  
The corresponding substitution or modification of the bid must accompany the respective written notice, all notices must be;
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", or "MODIFICATION", and
  - (b) received by SriLankan Airlines prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 39.1.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 25. Bid Opening

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

## Evaluation and Comparison of Bids

### 26. Confidentiality

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

### 27. Clarification of Bids

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

### 28. Responsiveness of Bids

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

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

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

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

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

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

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

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

- 32.1 For evaluation and comparison proposes, SriLankan Airlines shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed at the date of closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

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

- 33.1 SriLankan Airlines shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, SriLankan Airlines shall only use all the factors, methodologies and criteria defined in this ITB Clause 33.
- 33.3 To evaluate a Bid, SriLankan Airlines shall consider the following:
  - (a) the Bid Price as quoted in accordance with clause 13;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
  - (c) price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and 13.3
- 33.4 SriLankan Airlines' evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 33.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and related Services.
- 33.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow SriLankan Airlines to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.



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

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

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

- 35.1 SriLankan Airlines shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 35.3 An affirmative determination shall be prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event SriLankan Airlines shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

### **Award of Contract**

#### **37. Award Criteria**

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

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

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

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

- 39.1 Prior to the expiration of the period of bid validity, SriLankan Airlines shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 39.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3 Upon the successful Bidder's furnishing of the signed Contract and performance security pursuant to ITB Clause 41, SriLankan Airlines will promptly notify each unsuccessful Bidder.

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

- 40.1 After notification, SriLankan Airlines shall complete the Agreement, and inform the successful Bidder to sign it.
- 40.2 Upon receipt of such information, the successful Bidder shall sign the Agreement.

### **41. Performance Security**

- 41.1 Within fourteen (14) days of the receipt of notification of award from SriLankan Airlines, the successful Bidder, if required by SriLankan Airlines, may furnish the Performance Security amounting to a minimum amount of 10% of the agreement. SriLankan Airlines reserves the rights to request for higher valued Performance Security Form is included in Annex G.
- 41.2 Failure of the successful Bidder to submit the above mentioned Performance Security when requested or sign the Contract may continue sufficient grounds for the annulment of the award and execution of the Bid- Securing Declaration. In that event, SriLankan Airlines may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	<b>A. General</b>
ITB 1.1	The name and identification number of the Contract are - Provisioning of an automated Flight Planning Solution for SriLankan Airlines. (IFB No. CPIT/ICB 04/2020)
	<b>B. Contents of Bidding Documents</b>
ITB 6.1	For <u>Clarification of bid purposes</u> only:  <u>SriLankan Airlines contact details</u>  Mailing address: SriLankan Airlines Limited Commercial Procurement Department (IT Procurement) Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka  Tel : +94 (0) 197332666  Fax : +94 (0) 197335218  E-mail : <a href="mailto:sarath.jayathunga@srilankan.com">sarath.jayathunga@srilankan.com</a> <a href="mailto:tharaka.hindurangalage@srilankan.com">tharaka.hindurangalage@srilankan.com</a>
	<b>C. Preparation of Bids</b>
ITB 10.1 (e)	The Bidder shall submit the following additional documents: Company profile Client references - Section VI - Annex F Audited financial statements for the last 03 years
ITB 11.1	The Bidder shall fill and submit the following <u>Compulsory Forms</u> in Section IV.  (a) Bid Submission Form - Section IV Annex A (b) Price Schedule - Section IV Annex B (c) Bid Securing Declaration - Section IV - Annex C
ITB 18.1	The bid shall be valid up to .....
ITB 19.1	Bid shall include Bid Security Declaration using the form included in Section IV - Annex C.

	<b>D. Submission and Opening of Bids</b>
ITB 21.2(c)	The inner and outer envelopes shall bear the following identification marks: - Provisioning of an automated Flight Planning Solution for SriLankan Airlines. IFB No. CPIT/ICB 04/2020
ITB 22.1	For bid submission purposes, SriLankan Airlines' address is: Attention : Senior Manager Commercial Procurement Address : Commercial Procurement Department, SriLankan Airlines Ltd, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.  The following details of the bidder who wishes to hand deliver bids or participate for bid opening should be submitted to the e-mail address : <a href="mailto:tharaka.hindurangalage@srilankan.com">tharaka.hindurangalage@srilankan.com</a> one day in advance to arrange security clearance: 1) Company Name : 2) Name/NIC No of the participant : (Only 01 participant) 3) Driver's Name /NIC No (if any) : 4) Details of the vehicle (if any): 5) Details of Brand/Model, Serial number of any electronic equipment such as Laptops etc.
	The deadline for the submission of bids is: Date : 13 October 2020 Time: 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)
ITB 25.1	The bid opening shall take place at: Address: SriLankan Airlines, Airline Centre, BIA, Katunayake, Sri Lanka Date: 13 October 2020 Time: 11.15 a.m. Sri Lankan time (GMT +5:30 Time Zone)
	<b>E. Evaluation and Comparison of Bids</b>
ITB 33.4	The following factors and methodology will be used for evaluation: Minimum Eligibility Criteria and Evaluation criteria stipulated in Section III.

### Section III. Evaluation and Qualification Criteria

#### Minimum Eligibility Criteria

- I. The Bidder should have at least 07 years of industrial experience in terms of provisioning Flight Planning Systems & Solutions with relevant expertise.
- II. The Bidder should have experience in serving at least 04 international Airlines with similar/higher fleet capacity (25 or more aircrafts with mixed aircraft configurations) with end to end Flight Planning services.
- III. The solutions proposed should comply with European Union Aviation Safety Agency (EASA) /Joint Aviation Requirement for the Operations (JAROPS) regulations
- IV. The proposed systems should be configurable to the SriLankan Airlines fuel policy.
- V. The Bidder should comply with requirements of ISO/IEC 27001:2013, Data retention policies, General Data Protection Regulation (GDPR) and other applicable legislative and regulatory requirements.
- VI. The Bidder should be able to meet the mandatory business and technical requirements under Part 3 in Section VI of the RFP.
- VII. The vendor proposal should accommodate flexible fleet sizes (blocks of number of aircrafts, ie. 1-5 aircrafts, 6-10 aircrafts, 41-45 aircrafts) with clear cost structures where SriLankan Airlines has the ability to request for a suitable block deemed by any adhoc situation.

#### Evaluation Criteria

- I. The Bidder's point-by-point compliance with general, technical & functional requirements under Annexure D in Section VI of the RFP. It is essential that the Bidder clearly indicates any limitations and/or deviations.
- II. System awareness, Strength of Technical support, service levels and service credit scheme requirements under Part 06 in Section VI of the RFP.
- III. Ability to integrate with SriLankan IT systems requested under Part 3.13 in Section VI of the RFP.
- IV. The Bidder's capability of carrying out on-site Product demonstrations, site visits, Proof of Concept (POC) & business user cases to verify RFP specifications & performance.
- V. User awareness & Technical Training requested under Part 4 and part 7.2 in Section VI of the RFP.
- VI. Customer feedback on at least 03 existing projects of similar systems implemented at enterprise level during past 03 years. Full Clientele of the solution provider in the field of Flight Planning Systems & Solutions deployed during past 05 years.
- VII. Preferred Implementation lead time is 08 months or less. Maximum implementation lead time shall not exceed 12 months, inclusive of user trainings and parallel run. Length of the implementation period will be considered as an evaluation factor.
- VIII. Future enhancements and roadmap. Usefulness/quality of User Interfaces (UI) and User Experiences (UX).
- IX. Total final cost of the project for 05 years period
- X. Credit terms specified in the price schedules at Annex B or better. Length of the credit granted, and payment terms will be considered as an evaluation factor.

## Section IV. Bidding Forms

### Table of Forms

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Section IV - Annex A

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

**Bid Submission Form**

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

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

*No: [insert number of bidding process]*

*To: SriLankan Airlines Ltd*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Goods and Related Services.
- (c) The total price of our Bid without Tax, including any discounts offered for 05 years is:  
Option 1 - *[insert the All-inclusive total project cost without Tax for 5 years in words and figures]*;  
Option 2 - *[insert the All-inclusive total project cost without Tax for 5 years in words and figures]*;

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

- (d) The total price of our Bid including Tax, and any discounts offered for 05 years is:  
Option 1 - *[insert the All-inclusive total project cost with Tax for 5 years in words and figures]*;  
Option 2 - *[insert the All-inclusive total project cost with Tax for 5 years in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;

- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the National Procurement Agency;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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



**Annexure. B-I: Price Schedule Form for Option I**

Provisioning of an automated Flight Planning Solution for SriLankan Airlines - CPIT/ICB 04/2020

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

Name of the Bidder : .....

Name of the Principal : .....

Name of the Manufacturer : .....

Line Item N <sup>o</sup>	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Section VI.					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Hardware cost (If applicable)					
1.11	Any other requirements - Please specify					
	<b>Total one-time cost for 5 years</b>					
2.	<b>Variable/Recurrent charges</b>					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	<b>Total Variable/Recurrent cost for 5 yrs</b>					
3.	<b>Maintenance &amp; Support</b>					

3.1	Maintenance & Support Cost of the system for the 1 <sup>st</sup> 3 years to meet the service levels stated in the Bid document.					
3.2	Maintenance & Support Cost for the 4 <sup>th</sup> year					
3.3	Maintenance & Support Cost for the 5 <sup>th</sup> year					
	<b>Total Maintenance &amp; Support cost for 5 years</b>					
	<b>All-inclusive total project cost for 5 years (Excluding Tax)</b>					
	<b>Total Tax amount (if applicable please specify details)</b>					
	<b>All-inclusive total project cost for 5 years (Including Tax)</b>					

Payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice. **Please review & confirm same. Advance payment is not acceptable. 45 days credit from the date of the receipt of the invoice.**

Performance security : 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)

**Note: Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) for evaluation.**

Bid Validity:.....

Bid Security declaration: Yes/ No (to be attached with Financial 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-II: Price Schedule Form for Option II**

Provisioning of an automated Flight Planning Solution for SriLankan Airlines - CPIT/ICB 04/2020

Fully Managed Service model including supply & Installation, Commissioning, Warranty, Maintenance with end to end Support for 5 years through a Service Level Agreement (SLA) and the system to be hosted at SriLankan premises. All infrastructure requirements for the overall solution needs to be supplied by the Bidder.

Name of the Bidder : .....

Name of the Principal : .....

Name of the Manufacturer : .....

Line Item N <sup>o</sup>	Description of Solution	Unit of Measure	Qty	Rental cost per month	Total rental cost for 60 months	Remarks
1	Cost of the Solution which covers the mandatory requirements at Section VI.					
1.1	Implementation cost (if applicable)					
1.2	Acquisition cost (if applicable)					
1.3	License cost (if applicable)					
1.4	Integration cost with other systems (If relevant)					
1.5	Project management cost					
1.6	Scoping study (if applicable)					
1.7	Product Customization (if applicable)					
1.8	Data migration					
1.9	Training					
1.10	Total Hardware cost					
1.11	Any other requirements - Please specify					
	<b>Total one-time cost for 5 years</b>					
2.	<b>Variable/Recurrent charges</b>					
2.1	System usage fee (if applicable)					
2.2	Hosting charges					
2.3	Communication charges (if relevant)					
2.4	Any other requirements - Please specify					
	<b>Total Variable/Recurrent cost for 5 yrs</b>					

3.	Maintenance & Support					
3.1	Maintenance & Support Cost of the system for the 1 <sup>st</sup> 3 years to meet the service levels stated in the Bid document.					
3.2	Maintenance & Support Cost for the 4 <sup>th</sup> year					
3.3	Maintenance & Support Cost for the 5 <sup>th</sup> year					
	<b>Total Maintenance &amp; Support cost for 5 years</b>					
	<b>All-inclusive total project cost for 5 years (Excluding Tax)</b>					
	<b>Total Tax amount (if applicable please specify details)</b>					
	<b>All-inclusive total project cost for 5 years (Including Tax)</b>					

Payment term: Quarterly in arrears with 45 days credit from the date of the receipt of the invoice. **Please review & confirm same. Advance payment is not acceptable. 45 days credit from the date of the receipt of the invoice.**

Performance security : 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)

**Note: Please submit your financial proposal on your Company Letter Head based on the above price format & complete all the required information. Please submit your Best and Final Offer (BAFO) for evaluation.**

Bid Validity:.....

Bid Security declaration: Yes/ No (to be attached with Financial 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]*

Section IV - Annex C

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

**Bid-Securing Declaration**

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

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

\*Name of contract -- [insert name]

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

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

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

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

Name [insert printed or typed name]

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

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

Section V - Schedule of Requirements

Procurement of an automated Flight Planning Solution for SriLankan Airlines

Line Item #	Description of Goods/service	Qty	Unit of Measure	Final Destination	Delivery Date
01	Provisioning & implementation of an organized, cohesive and functional fully automated Flight Planning Solution to handle Flight Planning with the requirements indicated in section VI. The product should include product customization to meet business, regulatory and government requirement, integration with relevant IT systems - both airline and external systems which includes customer carriers, state customs, border control systems and middleware support, Comprehensive backend infrastructure and supporting structure to support SriLankan Airlines Flight Operations department to meet the required SLA with 24/7 support services.	01	Each	IT Division of SriLankan Airlines	Based on the project implementation time lines

Section VI - Technical/General Specifications & Compliance Sheet

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

1. INTRODUCTION

1.1. Purpose

SriLankan Airlines Limited, the national carrier of Sri Lanka is accepting proposals for an automated solution to handle end to end flight planning process. The requirement of SriLankan is described in this document, anticipating proposals from the reputed innovative supplier’s worldwide.

The purpose of this document is to provide the business and technical requirements specific to SriLankan Airlines and to identify and select an industry standard high-quality solution which could provide dynamic and optimal processes and functionalities to maximize the benefits from flight planning activities for SriLankan Airlines.

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

1.2. Description

The main objective and the goal is to implement and enhance the current flight planning solution by replacing the current system and the existing processes. The aim is to implement an industry standard innovating solution to handle effective and optimal flight planning solution. The deployed solution will have all relevant modules to support business critical activities / functions such as ability to define dynamic and static parameters, forecasting, planning, optimizing, availability of Management Information System (MIS) requirements, integrating to external systems via standard interfaces and availability of statistical information and integration interfaces.

#### Key Objectives

##### Flight Planning Functions Related Objectives

- Ability to configure Aircraft performance data.
- Facilitate all Airbus aircraft types and individual weight variants
- Ability to accommodate company routes.
- Ability to provide route optimization by considering the available flight planning parameters.
- Optimized fuel and flight time calculations for more efficient and economical flight planning.
- Availability of most updated high quality aeronautical data required for the safety of the operation.
- Increase productivity of dispatchers and Flight Crew with the Implementation of an effective Flight Planning Solution which could maintain the present manpower requirement to cater for future expansions in the airline.
- Help the dispatch staff to minimize the disruption and the disruption cost involved due to delays.
- Prepare accurate and most economical flight plans by minimizing the human errors.
- Alerting dispatchers and the pilots on weather warnings in advance.
- Enhanced safety features to reduce the risk in operational control of flight
- Ability to integrate with flight scheduling system, Departure control system, Crew scheduling and management system, ACARS messaging system and flight tracking module.
- Ability to provide statistical flight plan information to external financial systems.
- Integrated near real-time business intelligence and exploitation of Operational Data to Store, Analyse and provide Insights and perform predictive analytics.
- Should include cost optimization functionality, altitude, speed, route and time are simultaneously analysed to create flight route that accounts for fuel costs, CO2 emission and delays.
- Planning System should provide support for notices to airmen (NOTAM), weather, airport suitability and airspace restrictions with real-time alerts, to manage by exception.
- The Planning System should be able to file ATS (Air Traffic Services) flight plan to relevant AIS units and manage slot allocation with CFMU (Central Flow Management Unit) and other stated authorities as per the area of operation.
- The solution provider should comply with the standards defined by IATA, ICAO, EASA, ISO, and other service-oriented standards.
- Capable of optimizing complete flight planning process aligned with simultaneous analysis in the creation of flight path.
- Looking for an improved flight planning and operation system which supports 4D Optimization technology or equivalent on the latest industry standard and efficiently provide integration with related surround systems.
- Using cost index-based flight planning used in conjunction with the onboard flight-management computer to optimally calculate flying speed based on winds and aircraft weight,
- Utilizing reduced vertical separation minima to enable greater access to fuel-efficient routes that



- are now available due to the increased altitude separation requirements,
- Lowering cruise speed when possible to reduce in-flight fuel consumption and avoid early arrivals and extended ground holds waiting on a gate,
- Utilizing more precise navigation tools such as global positioning satellites and better wind forecasting methods to reduce excess fuel on international flights
- ❖ Overlay of the desired flight plan route graphically on a geographical map with all reporting waypoints depicted for each flight.
- ❖ The system should be capable to provide all statistical data with respect to all flights plans calculated for a given period.

## 2. OVERVIEW

### 2.1. Background

SriLankan Airlines, the National Airline of Sri Lanka, is an award winning carrier with a firm reputation as a global leader in service, comfort, safety, reliability and punctuality. Launched in 1979, SriLankan is currently expanding and further diversifying its wide range of products and services in order to drive the country's on-going boom in tourism and economic development.

The airline's hub is located at Bandaranaike International Airport in Colombo, providing convenient connections to its global route network of 60 destinations in 33 countries in Europe, the Middle East, South Asia, Southeast Asia, the Far East, North America and Australia.

The SriLankan Airlines fleet currently consists of a total of 25 aircrafts. With the five year business plan it is expected to increase the fleet up to 34. The current fleet is comprised of

- I. Airbus 330-300.
- II. Airbus 330-200.
- III. Airbus 320.
- IV. Airbus 321.
- V. Airbus 320 Neo.
- VI. Airbus 321 Neo.

A Flight planning System generates a document containing fuel calculations and Flight path (Navigation Log) details by scanning four-dimensional flight profiles based on the latest forecasted winds, temperatures, route availability and the capabilities of the aircraft while fulfilling regulatory and Company requirements. Further, the carrying cost of fuel on-board can be optimized by selecting the right quantity of fuel which will in turn have an effect on the carriage of Cargo & Passenger capacity. Also by selecting the best available Flight route, over flying charges & flying time will be reduced.

As per the state regulations the Flight Plan document shall be signed by the Pilot in Command and the Dispatcher before the commencement of the flight to ensure both are in agreement with the conditions laid down in the OFP (operational flight plan) to conduct the operation in the most economical manner without compromising the safety and legitimacy.

While Flight Plan calculations are necessary for safety and regulatory compliance, it also provides the airline with an opportunity for cost optimization by enabling the user to determine the optimal route, altitude & speed and the amount of fuel to be carried.

Optimization of a flight plan will certainly be beneficial for the airline as the allowable pay load what is reflecting in the OFP will be the final load which could be carried on a given sector.

Optimization of a flight plan is a challenging task as it involves following variables –

- ❖ Aircraft performance recommended by the aircraft manufacturer under different scenarios
- ❖ En route weather conditions including the winds at different Flight Levels
- ❖ Over flying Charges
- ❖ Airway restrictions or flow control measures imposed by Air Traffic Service Units

Flight plan will be computed through a highly complex process, after analyzing the latest winds and other metrological data to derive the optimum flight level, for the intended route

It is humanly impossible to do this process manually as thousands of calculations are involved to generate a flight plan effectively and efficiently.

Taking into consideration of all above factors, computation of a Flight Plan is a very complex process as the users expectations are becoming more demanding day by day due to severe competition faced by the airlines.

In this context it is noteworthy that the airlines are taking all the available options to minimize the fuel cost and thereby optimize the pay load for any given sector. Only way to achieve this objective is with an efficient flight planning system.

Annual expenditure on aviation fuel at present amounts to approximately 43% of the total operating expenditure. Having an efficient flight planning system is an important requirement, since it is the primary controlling tool for fuel usage. With rapid fleet expansion and the resultant increase in high fuel prices has significantly increased the focus on the need to save fuel.

Hence it is paramount importance that an efficient Flight Planning System is needed to optimize fuel consumption.

## 3. BUSINESS Requirement

This will describe overall functional requirement. The system must have the following feature that are matching in each identified functional area.

### 3.1. Interactive Flight Planning

The system should facilitate interactive flight planning activities which are delivered with state of art technology. The below flight planning functionalities should be supported, in order to facilitate interactive flight planning processes.

#### 3.1.1. Flight Planning Database

A database which holds adequate flight planning parameters, configurations and also retrieves and holds external data attributes necessary for flight planning. Users should have proper access rights to access the data via standard user interfaces in order to manage, utilize and perform flight planning activities. Introducing new aircraft and/or fleet types should be easily handled by the general flight planning user / supervisor with appropriate privileges. Loading, viewing and managing flight planning master data need to be facilitated to general users. Provision of facility for all post flight planning statistical data to be stored and managed. Required tools and interfaces should be also be provided for necessary data import & export.

#### 3.1.2. Display of navigational data

The system should be able to display navigational data in graphical & text format. These items include but are not limited to:

- ❖ Waypoints
- ❖ Nav aids
- ❖ Airways
- ❖ Runways
- ❖ Terminal Procedures (SIDS & STARS)
- ❖ Oceanic tracks
- ❖ FIRs/UIRs
- ❖ Restricted airspaces
- ❖ ATC charges applicable to airspaces

Navigational data should be automatically updated along with each AIRAC cycle.

#### 3.1.3. Aircraft data

The system should allow the pre-storage of a wide range of aircraft data such as, speed schedules, weights variants, capacities and altitude capabilities

- 3.1.3.1. A facility to configure and manage ICAO ATC flight plan item 10 and item 18 should be available.

- 3.1.3.2. The system should be able provide a facility to update aircraft related master information such as depressurization profile, MTOW, MLW, MZFW, CG reference and CG range.
- 3.1.3.3.    Functionality to update and manage aircraft operator information.
  - 3.1.3.3.1. Manage and update cost indexes
  - 3.1.3.3.2. Ability to manage aircraft fuel, time, cost
  - 3.1.3.3.3. Ability to configure and manage aircraft speeds and performance.
  - 3.1.3.3.4. Ability to manage extended and standard OPS (EDTO)
- 3.1.4. User defined aircraft category  
Users should be able to define and manage information for a specific aircraft, aircraft type or category.
- 3.1.5.Weight and capacity overrides  
Ability to override the system defined maximum authorized weights for aircrafts while calculating the flight plan
  - ❖ Takeoff weight
  - ❖ Landing weight
  - ❖ ZFW (max allowable or limits)
  - ❖ Payload
  - ❖ DOW/DOI range
- 3.1.6.Performance factor  
The system should be configurable by a local system admin or the dispatch staff, in such a way, that the dispatcher preparing the flight plan is either allowed or not allowed to change the performance factor for each flight.
- 3.1.7.Speed schedule override  
The dispatcher should be able to override the system generated speed schedule for all phases of flight and apply any speed or speed schedule within the given range provided by the aircraft manufacturer.
- 3.1.8.Handling of speeds in fixed Mach airspace  
The system should be able to manage both fixed and variable cruise speeds profiles. The speed profiles should be automatically based on the published Air Traffic Services (ATS) requirements of respective states and displayed on the Flight Plan.
- 3.1.9.Contingency Fuel  
The system should have the provision to calculate flight plans for various user defined contingency fuel policies. Additionally the system should be able to allow the dispatcher to define both a minimum and/or a maximum amount of contingency fuel. This should be visible on the fuel log of the flight plan.

- 3.1.10. Holding Fuel and Time  
The system should have the provision for the dispatcher to define and/or manage holding fuel and time per airport, per aircraft type and/or per flight number for different/specific time windows at 1500ft AAL (above airdrome level).
- 3.1.11. Enhanced taxi time calculation  
The system should facilitate the definition and management of different taxi time settings based on standard operator policies, aircraft type, airport, runway and operating schedule.
- 3.1.12. Airport authorization by aircraft type and usage mode  
It is required to have a system function to facilitate Airport authorizations as per usage mode such as destination, Escape airport, alternate, en-route alternate.
- 3.1.13. Airport Master information.  
The system should be able to hold all airport related information in the system. This should be automatically updated as required. In case of manual updates, the user should have the facility to update all mandatory parameters.
- 3.1.14. Storage of weather minima by aircraft type, runway and approach type  
The system should encapsulate an adequate functionality to store and update weather minima as required
- 3.1.15. Ability to define and monitor Pilot's weather minima qualifier  
A facility to define and manage Pilot in command weather minima qualifier which should be incorporated through an interface according to flight assignment.
- 3.1.16. Ability to suggest alternates by the system based on different scenarios.  
Dispatcher should be presented with possible options such as, alternates based on minimum fuel, user defined or as per default configuration.
- 3.1.17. En-Route Alternates  
The system should have the facility to define En-route alternates. In other words the system should have a feature to define whether the airport authorization is ETOPS, adequate aerodrome or a destination.
- 3.1.18. Intelligent calculation of departure and approach fuel.  
System should be capable to consider the predefined terminal procedures (SID/STAR) dependent on the expected runway which is use based on forecasted data.

- 3.1.19. Route Options ability.  
System should be capable in handling pre-defined routes and free-optimized routes, as well of any combination thereof. System should be capable in storing the pre-defined routes according to operator's requirements.
- 3.1.20. Dynamic route building and storage  
The system should be able to produce dynamic routes based on time and fuel. Further the route that was produced with optimal conditions should be able to store in the system for later operational usage purposes.
- 3.1.21. Dynamic cost index  
The system should be capable of defining and producing dynamic cost indexes based on time/fuel price.
- 3.1.22. Route optimization  
The system should be able to generate flight plans based on minimum time/fuel/distance and cost or any other parameter that the system provides.
- 3.1.23. Cost optimization ( Time costs, Fuel costs and Overflying costs)  
The system should be capable to optimize the calculated flight plan based on Total Cost / Fuel Cost / Overflying cost and any other attribute that the user can configure.
- 3.1.24. Optimum flight level profile  
When creating flight routes, system should be capable in considering minimum cruise time parameters and dispatchers should be provided with easy GUI functionality to check and amend any cruise levels as desired.
- 3.1.25. Variable speed operations  
The system should be capable to optimize speed & flight levels in order to maintain the schedule time of the arrival.
- 3.1.26. Offload iteration and priority  
Based on flight planning requirements, the user should be provided with options to offload payload or fuel, based on pre-defined all-up-weights for all aircraft types to cater to different flight planning scenarios.
- 3.1.27. Comparison of various flight plan calculations and scenarios.  
A facility to calculate different flight plans based on different scenarios and ability to compare them before finalizing. (Which will enable the dispatcher to consider the most optimum OFP for the flight)

- 3.1.28. In-flight calculation  
The system should have the capability of calculating Operational Flight Plans from a point in-flight to cater to diversions or deviations effectively.
- 3.1.29. Reduced Contingency Fuel (RCF) planning capability in both pre-flight and in-flight phases.  
The system should have the ability to facilitate reduced contingency fuel planning criteria.
- 3.1.30. Consideration of Fuel Tankering  
System should be capable to automatically notify the dispatcher, the financial benefit of Tankering fuel from one station to another station depending on the inserted fuel prices in the system.
- 3.1.31. Ability to view master information in detail.  
It is required to view master information of the system including state over flying costs and related information.
- 3.1.32. Ability to Display Flight Route Calculation Errors  
It is required to display the detailed information in case if the route calculation is unsuccessful. This could be shown while the flight plan is being calculated, or in a separate error log.
- 3.1.33. Display of Restriction Information.  
It is required to display all the available airspace restrictions at any given instance (i.e.: Danger areas and etc.)
- 3.1.34. Ability to Display Alternate Route Calculation Errors  
The system should be able to show the error log in alternate routes while calculating the flight plan. This need to be promptly provided to the dispatcher for necessary actions.
- 3.1.35. Weather/NOTAM viewer  
The system should be able to present forecasted weather, actual observation and NOTAMS for any given airport.
- 3.1.36. Post flight survey windows based on calculated Operational Flight Plan  
The system should provide different range of survey windows to determine, cost, route, restrictions, alternate, NOTAM and weather check.
- 3.1.37. Historical & Future Upper Air Data Prognosis  
It is required to facilitate route analysis based on historical & future upper air data prognosis

3.1.38. En-Route Charts / Maps

It is required to have the up-to-date En-route charts in the system

3.1.39. Graphics enhanced map functionality.

System should be capable of displaying different kind of map layers to include significant weather charts, Icing charts to overlay the planned route. Significant weather charts should be obtained by internationally recognized issuing authority.

3.1.40. Dual takeoff weight

Ability to handle weight variant in different aircraft models as per Original Equipment Manufacturer data.

3.1.41. Ability to provide approach fuel

Ability to insert additional approach fuel allowances for destinations where approach procedures are not published.

3.1.42. Fuel Adjustments

Vendor should be capable in providing secondary flight plan with fuel adjustments to the primary flight plan which is presented by using the same or defined route profile. This should provide the fuel differences in accordance with variances in ZFW/Flight levels/cost indexes.

3.1.43. Message transmission

The system should be capable to transmit calculated flight plans via  
Email  
SITA Network  
ATC / AFTN

3.1.44. IFPUV – Eurocontrol ATC flight plan check

CFMU compliance check prior to release of OFP for flights generated to/from Europe and consideration of effective route availability document (RAD).

3.1.45. Wind uplink capability.

Ability to transmit most updated wind data for airborne flights which will enable flight crew to fly on optimum altitudes which in return saves fuel.

3.1.46. Automatic creation of flights

System should be capable to create the flights based on available parameters such as  
A/C REG – Aircraft Registrations  
STD – Scheduled time of departure  
STA – Scheduled time of arrival  
DOW – Day of Week



- 3.1.47. Defining / View exact Entry Exit points of all the overflying Flight Information Region.  
It is required to have a facility to define entry and exit point for each flight information region. If the entry and exit points are not available by a name, at least the coordination should be clearly visible to the users.
- 3.1.48. Planning NOTAMS  
Ability to send the NOTAMS to operator which are published within their coverage in order to do the pre planning.
- 3.1.49. Pre bulk flight plan creation  
Ability to create bulk flight plans for business purposes & pre planning.
- 3.1.50. MEL/CDL Penalties  
Ability to define MEL items, attach them to an aircraft registration and take into account any MEL penalties (Fuel, Flight level, Regulated take-off weight, Extended diversion time operations etc.) during flight calculation
- 3.1.51. Alternate Routes (Optimized & user defined)  
Ability to plan alternate routes based on system optimization & user defined company alternate routes
- 3.1.52. Transmission selection  
Ability to transmit the ATC flight plans for required transmission types (AFTN, SITA, email, etc.) and the corresponding addresses have to be maintained.
- 3.1.53. Flight Duplication  
Ability to duplicate flights in order to do the calculations using various suffixes
- 3.1.54. Preferential runway Selection  
Ability to insert a RWY for a destination as preferential RWY to calculate the flights without considering the wind favorability.
- 3.1.55. User defined Instrument approach/landing minima  
Ability to insert and maintain weather minima to fulfil the user requirements
- 3.1.56. ETOPS Suitability Window  
Ability to calculate & provide the ETOPS suitability time period for respective airports in accordance with company policy.
- 3.1.57. Maximum Wind Components  
Ability to insert maximum wind components (Head, Tail & cross wind) for each and every aircraft registration.

#### 3.1.58. Background Calculation

Ability to continue working with the system while a calculation on going in background.

#### 3.1.59. Inflight Calculation

Ability to calculate an OFP from an en-route waypoint (inflight waypoint) to the destination/ enroute airport while the aircraft is already airborne & uplink capability using ACARS or any other standard method.

#### 3.1.60. Ability to publish the flight plans and related documents to web / mobile systems.(a separate web / mobile application is required and the requirement is given under a separate point)

#### 3.1.61. Call sign similarity (Optional)

An inbuilt CSS System (optional), for flight call-sign conflict detection between operators own flights and other airlines.

#### 3.1.62. Availability of Mini Flight Plan

The system should be able to generate mini flight plan which will be used to transmit to aircraft printer via ACARS.

### 3.2. Automation of Flight Planning calculation based on the provided master data at any defined time intervals.

It is required to calculate the flight plans at pre-defined time intervals based on the set parameters by integration options and master data. There should be a facility to auto submit / submit after manually validating to respective stations / email box / SITA address.

This auto calculation of flight plans by the system improves the productivity of the dispatchers. Hence it is required to track and monitor the flight plans which have been calculated automatically and manually.

### 3.3. Route Restrictions

System should be able to consider Route restrictions available in AIPs automatically when building and calculating routes. It is required to generate appropriate alerts if restrictions are violated.

### 3.4. WX & NOTAM Monitoring Capability

This facility is required to deliver significant information updates of current weather and NOTAM situations for monitored flights to dispatch personnel and flight crew.

System should be able to update significant information of current weather and NOTAM changes after aircraft is airborne & notify dispatch personnel accordingly

This includes planned en-route/destination/alternate airports falls below minima or sudden RWY/airport closures when aircraft is en-route.

### 3.5. ETOPS/EDTO

System should be able to calculate the flight plan with multiple ETOPS alternates, Single alternate ETOPS and should be able to fix multiple speed schedules for ETOPS operation. And also be able to capture the performance penalties when MEL/CDL items are declared affecting ETOPS operation.

### 3.6. Flight Air-Ground Communication – FMS data uplinks

The system should have a facility to send and receive messages via ACARS transmission to and from Aircraft(or any other mean)

### 3.7. Flight pre planning

System should consist of a tool for long term flight planning. This should be able to create projected flight scenarios for a long period using monthly, yearly wx prognosis or calculate flight plans for given conditions for an entire fleet.

### 3.8. Flight overflight clearance

System should be able to feed and change (manually) overflying clearances for a schedule by flight number wise For respective approved states/FIRs.

### 3.9. Flight planning for enroute weather

System should be able to identify natural hazards such as Cyclone, Volcanic ash etc. and automatically alert the user and to display published information regarding same. System should have the ability to generate the flight plan routes avoiding such areas automatically considering

3.9.1. Natural Hazard areas during flight planning

3.9.2. Company defined Volcanic Ash advisories

### 3.10. Flight Briefing

Should consist a briefing tool which generates briefing packages with weather information, weather charts, Special crew briefing added by dispatcher and NOTAMs automatically and should be able to manually request operational information required by dispatcher/flight crew. Below mentioned points are expected from briefing tool.

3.10.1. Dynamic generation of briefing packages

3.10.2. Generation of NOTAM packages

3.10.3. NOTAM priority grouping

3.10.4. NOTAM filtering

3.10.5. Flexible sorting of weather information

### 3.11. Fuel Management – Fuel order

System should be able to automatically or manually generate and edit the pre fuel order for the flight and should be able to send it to relevant parties via email or SITATEX.

### 3.12. Flight En-route Terrain Analysis for Drift-down and Depressurization

System should be able to analyse en-route terrain and drift down profiles automatically and should be able to build escape routes and drift down paths automatically for user defined speed schedules and profiles.

### 3.13. Interfaces to other external sources

System should be able to integrate with external sources / systems via standard interfaces.

The standard interfaces which we support are web services, periodic flat file exports (txt, csv), IBM MQ.

Below are the few systems that we need to integrate to automate the flight planning processes.

3.13.1. Flight scheduling system to be integrated for all scheduling information and flight movement information.

3.13.2. Crew Management system to be integrated to transmit crew information for each flight

3.13.3. Amadeus system to be integrated to receive Weight and Balance information.

3.13.4. Aircom system to be integrated for data link functions such as route / wind uplinks.

3.13.5. Ability to integrate with Engineering maintenance control system to update MEL /CDL information

3.13.6. Ability to update fuel prices via external sources (a system or via formatted excel data sheet)

3.13.7. Integration capability to update taxi fuel information based on time / volume.

3.13.8. Ability to connect to SITA network to transmit required flight planning information.

3.13.9. Ability to export historical data at any given time.

3.13.10. Ability to file ATC flight plan and broad cast via standard gateway.

### 3.14. Report and Dashboard requirements

3.14.1. Ability to display any post flight plan by flight number / date and the version.

3.14.2. Ability to generate a report that will show the planed fuel (taxi / trip / contingency / holding / additional) utilization by flight number / sector / region.

3.14.3. Ability to display airspace details and associated cost in readily available report.

3.14.4. Ability to generate a report where it displays how many flights has flown via specific country / airspace / FIR during a selected period and their costs.

3.14.5. Ability to generate a report that shows how many flights plans have been calculated based on manual process / automated process.

3.14.6. Ability to identify the dispatcher performances (number of flight plans calculated in an assigned time slot/ roster).

3.14.7. A report to show flight information which have been calculated using optimization and their relevant cost.

- 3.14.8. A report that shows how many flights have been manually calculated (without optimization) and their relevant cost.
- 3.14.9. Facility to generate a cost report which belongs to euro control flights. (airspace / distance/ date / rate and etc.)
- 3.14.10. A report to generate Airspaces travelled for a particular flight, date and route.
- 3.14.11. A Detail report of the cost associated for each of the airspace on a flight, date, route for the relevant currency.
- 3.14.12. Any other cost component associated with the flight planning.

### 3.15. Export facility

- 3.15.1. The proposed system should have the capability to export the historical data at any given instance
- 3.15.2. The propose solution should have the ability and integration capability to connect Microsoft Power BI to create customer defined reports and dashboards.

### 3.16. Web application support

- 3.16.1. Web application which will allow the below features
  - 3.16.1.1. Ability define and configures users
  - 3.16.1.2. Ability to assign different permission levels
  - 3.16.1.3. Ability to view and down load flight plan and related documents.
  - 3.16.1.4. Ability to provide feedback to dispatchers via web module.
  - 3.16.1.5. Ability to integrate the web module with company active directory to facilitate single sign on
  - 3.16.1.6. Ability to request for weather information and incorporate to exiting flight briefing package.
  - 3.16.1.7. Fuel order facility

### 3.17. Mobile application support

- 3.17.1. Mobile application should be available on IOS / Android with latest versions and should comply the upcoming versions as well.
  - 3.17.1.1. Ability define and configures users
  - 3.17.1.2. Ability to assign different permission levels
  - 3.17.1.3. Ability to view the view and down load flight plan and related documents.
  - 3.17.1.4. Ability to provide feedback to dispatchers via web module.
  - 3.17.1.5. Ability to integrate the web module with company active directory to facilitate single sign on
  - 3.17.1.6. Ability to request for weather information and incorporate to exiting flight briefing package.
  - 3.17.1.7. Fuel order facility

### 3.18. Application look & feel

The application user interfaces need to be organised in well-structured manner and easy navigation between information

- 3.18.1. Uniformity across all graphical interfaces
- 3.18.2. Simple terminology to communicate to average users
- 3.18.3. Mobile application should support touch and swap functions
- 3.18.4. Expect each function of the mobile application and device on different mobile platforms (IOS, Windows, and Android) to behave exactly the same and similar navigational and UI interfaces.

### 3.19. SYSTEM SECURITY AND USER ROLES, RESPONSIBILITIES

System and the access to the system need to be secured by introducing necessary authentication and user roles.

- 3.19.1. User profiles must be password protected
- 3.19.2. Passwords should comply company password policy.
- 3.19.3. The database containing equipment data and loading planning must be made secured
- 3.19.4. User roles should be able define in different levels (categories)  
ie: Application Admin, Manager in-flight admin, inflight support service staff, Sri Lankan Catering staff, etc..
- 3.19.5. Should have the ability to integrate with SriLankan Airlines Active directory to facilitate single sign on.

### 3.20. RECEIVER AUTONOMOUS INTEGRITY MONITORING (RAIM) FACILITY

#### 3.20.1. Integrated software component

The system should cater the RAIM prediction for enroute and approach phases. Further the module should be able to produce a report, providing information to flight crew regarding RAIM availability and outages, preferably on flight plan itself when required.

### 3.21. AVAILABILITY OF ELECTRONIC FLIGHT FOLDER / ELECTRONIC FLIGHT BAG FACILITY (OPTIONAL)

#### 3.21.1. Electronic Capability on Flight Plans

Ability to publish the flight plan to a common accessibility location (ideally electronic store). Flight crew access the respective flight plan on their electronic device for required information update. On completion of each flight the stored data (on electronic device) should be automatically transferred into the server location.

### 3.21.2. Utilize the electronic flight data for analysis

The flight plans at electronic store should be easily integrated with third party software systems for the purpose of monitoring and post flight analysis.

## 4. KEY PERFORMANCE INDICATORS

SriLankan Airlines expect to achieve or would expect the following criteria listed with the deployment of the Flight Planning Solution

- 4.1.** Provide comprehensive paperless reporting mechanism (flight planning) 50% cost reduction on paper usage.
- 4.2.** To maintain higher level of productivity of the staff (Even with an increase of fleet, the current staff capacity should be able to handle the flight planning process efficiently with the system which suggested under this RFP). The system should have the optimum capability to automate the all possible functionalities with regard to flight planning process and data extractions and transmission (third party systems).
- 4.3.** The response time of creating a flight plan should be less than 10 minutes.
- 4.4.** Should have the ability to migrate into new version or deploy major patches with minimum impact to the current operation and minimum down time.
- 4.5.** The necessary infrastructure requirements for above requirement (1.4) to be comprehensively facilitated free of charge(Comprehensive test environment)
- 4.6.** Any vendor proposed patches and version upgrades should be delivered to SriLankan Airlines with no cost.
- 4.7.** System overall uptime should be 99.99%
- 4.8.** Should be compatible with the international /aeronautical (ICAO) flight planning standards.
- 4.9.** System reliability, access security levels and compliance to standards should be met.
- 4.10.** Enhanced safety features will reduce the risk in operational control of flight Minimize the disruption and the cost involved due to the delay.
- 4.11.** System Health checks to be carried out every 6 months and the system / process optimization recommendation should be produced.
- 4.12.** Compliance to international safety regulations and ATC controls
- 4.13.** Product that is proposed under this RFP should be up and running for six years after implementation without having to deploy major version upgrades or modifications (hardware and OS platforms).
- 4.14.** Open standard hardware and network support should be supported. No system specific hardware and infrastructure could be utilised.
- 4.15.** System should provide 100% optimization capability
- 4.16.** More frequent Training sessions should be conducted as refreshers training sessions and users should be made aware on new features and functions prior to implementations.
- 4.17.** Should be able to bench mark the processes and optimization levels practice on deployed solution against the industry standards and necessary recommendations to be provided.



## 5. TECHNICAL REQUIREMENTS

Vendor should provide the required end to end infrastructure platform and its services (web services, data connectors, Queues or any other standard interface services) for the below two hosting options.

1. Hosting the total solution at the Vendor location.
2. Hosting the total solution at SriLankan premises.

In any case of above two options the vendor need to provide the hardware platform and services.

SriLankan IT Systems is an ISO/IEC 27001:2013, ISO/IEC 20000:2011 & ISO 9001:2008 certified entity. Technical information of the current SriLankan Infrastructure setup is provided below to understand the Local Installation option.

Further the IT Security compliance checklist is included under Annexure XXX to provide guidance the assessment of security compliance requirement.

### 5.1 Infrastructure (Service)

The current infrastructure setup of SriLankan Airlines is based mainly on Microsoft Windows (hereinafter referred as Windows) Windows 8.1/Windows 10 for client environments and Windows Server 2012 and Linux Server 6 and above for hosting environments. Network authentication, DHCP service and WINS are provided by Windows 2008R2/2012 servers. UNIX servers are used for high-end oracle database hosting and windows servers are used for MSSQL database hosting. The network protocol is mandated to be IP. DHCP is used for IP allocation except for Servers and Printers. Server Hardware models are HP BL480, BL460, DL360, DL380 and the future models of these ranges used with virtualized environment.

Separate isolate non-production environments are maintained for hosting Development, Testing, Demo instances, as required by the systems. These are maintained with identical architecture and versions and scaled to suit the development / test loads.

### 5.2 Web Hosting environment

#### 5.2.1 Web services

Operating Systems : Windows 2008R2/ 2012R2

Web servers : IIS 7 and IIS 7.5 (.Net framework), ASP .NET 4.5 and 4.7

Set of Web servers are load balanced with Windows IIS load balancing. Majority of the servers are virtualized with VMware or Hyper-V technologies.

Virtualization Platforms : VMWare, Hyper-V

Hosting environments : On-premise and AWS

#### 5.2.2 Site Architecture/Path Structure

**Proposed solution could be on a platform/structure recommended by the vendor.**

### 5.3 RDBMS

Database Environment uses mainly two RDBMS, Microsoft SQL Editions and Oracle Editions. Oracle version is Oracle 11g and above. MSSQL versions are 2014 and above.

### 5.4 Backup Procedure

Daily\ Weekly and Monthly backups are taken on databases and applications as required by the systems.

### 5.5 Firewall

The security gateway for SriLankan corporate network is the main Firewall. All the external connectivity to the corporate network such as local PSTN dialup, Overseas IPVPN, IPSec VPN and Internet services must access through the firewall. The gateway infrastructure will provide network authentication, accounting and access control. It is also equipped with the security virus wall for all the traffic of FTP, SMTP and HTTP/HTTPS. The technologies used include Checkpoint Firewall, Microsoft TMG Servers, Cisco Secure Access Control server & adaptive security appliances.

### 5.6 MS Exchange Server Enterprise.

SriLankan Airlines have hybrid setup in the exchange service. Most users are running on Microsoft O365 cloud platform. However, subset of the users still based on on-prem services which are running on Windows 2008R2 & Exchange 2013 in cluster Environment.

### 5.7 Desktop Environment

- Internet Explorer 11.0 and above
- Windows 8.1
- Windows 10
- Windows 7
- Virtual Desktop Infrastructure. VMware Horizon View Client.(zero client/thin client)

### 5.8 Flexibility in System access accounts and concurrency

The vendor should provide flexibility in defining or selecting the number of user accounts/ concurrent accounts (if the licensing mechanism is based number of user accounts or concurrency) during the usage of the system. Per user account cost / per concurrency cost need to be clearly defined with ability to change it at any given time based on SriLankan Airlines request.

## 5.9 Total Hosting Infrastructure Solution Delivery

Supply of infrastructure, equipment, installation and testing, including any required interfaces and data connectors are considered integral part of the overall solution hence the two hosted options aforesaid need to comply delivery of total hosting infrastructure solution.

# 6 SERVICE REQUIREMENTS

## 6.1 Support Services

- 6.1.1 Telephone & Remote Support procedures for 24 X 7 to be clearly defined to enable a smooth work flow and reduce operational problems which could cause in case of time zone differences
- 6.1.2 Provide a TEST setup similar to the LIVE environment for the purpose of testing new releases, maintenance releases and amendments to the system. Access to the TEST environment shall be provided to SriLankan.
- 6.1.3 All new releases of the system or modifications to be tested in the TEST environment before enabling to the users.
- 6.1.4 Stand Availability of service levels of the system to be 99.99%.

Availability is measured as a percentage of the total time over a set period less scheduled Downtime in that period expressed as a percentage of the total time in the period.

$$\text{Availability} = \frac{(\text{Total Time in Period} - \text{scheduled Downtime}) \times 100}{\text{Total Time in period}}$$

- 6.1.5 Standard reports online & incident reports to be provided.
- 6.1.6 . More resilience in terms of a dedicated server and fallback solution is required to support the business operation and requirements (taking into consideration the fleet current and future size
- 6.1.7 Service levels to be defined as Critical, High, Low & Cosmetic and escalation procedures to be included as given below.
  - Level 1– **Critical**- Complete service outage preventing use of the application

- Level 2. – **High** - This is defined as when the incident prevents more than 50% of users from accessing and using the Application or Complete failure of a major functional area such as making a reservation etc.
- Level 3. –**Low**-Partial failure affecting the use of the product such as Transaction failures/aborts or major validation errors.
- Level 4 –**Cosmetic**. Application Software can be used without inconvenience but an incident of cosmetic nature has occurred. On this occasion the remedy will be included in a Maintenance Release or amendment to the Source Code or next release of the Application Software as governed by the terms of the Agreement or SriLankan may order software upgrade as from time to time.

Level	Faulty severity level	Target response time	Target resolution time
1	Critical priority	Immediate	2 hrs
2	High priority	30 minutes	6 hrs
3	Low priority	4 hrs	24 hrs
4	Cosmetic priority	72 hrs	5 days

6.1.8 Fault Escalation Procedures to be followed as given below

Severity level	Vendor–Escalation Problem unresolved	Client update Service Desk
Critical priority	Support Engineer (3 hrs)	Every 1 hr
High priority	Support Engineer – (4 hrs)	Every 6 hrs or as necessary
Low priority	None	Every 24 hrs or as necessary
Cosmetic priority	None	3 days

## 6.2 Monitored Support

### 6.2.1 Monitored support from Monday – Sunday: 24 hours per day, 7 days per week.

6.2.2 Following a system failure of Critical severity, an engineer will be notified via automated messaging to perform remote diagnostic immediately and commence resolution of the fault

### 6.3 Change Management Procedures

6.3.1 Proper Change Management Procedures to be in place for future modifications or enhancements.

6.3.2 SriLankan shall request modifications to system via the Change Request form which is attached (Annex E) and both parties shall mutually agree on deliverable dates.

6.3.3 Any cost, time estimates associated with change requests should be mutually agreed by both parties.

### 6.4 Maintenance and Planned outages

Scheduled outages to be notified to SriLankan Service Desk via e-mail . Outages can be planned after 19.00hrs for ground based system for a maximum of one hour.

Item	Type of maintenance	Total times /year	Max. Duration each time	Pre-notify Client
1	Preventive/Corrective Maintenance	12	1 hr	48 hrs
2	Patch Application	12	1 hr	48 hrs
3	Database Re-organization	2	1 hr	48 hrs

### 6.5 Unplanned Outages

Contact SriLankan Service Desk for any emergency corrective actions which are not included in the planned schedule.

### 6.6 Backup Procedures

Ensure an adequate backup schedule is maintained for the systems provided including a back-up of data every 24 hours and an offsite data transfer once a week for use in the event of disaster recovery. A dial up link facility is required in case of a network outage at BIA.

## 7 OTHER REQUIREMENTS

### 7.1 Service Level Agreement

- 7.1.1** The award of the Application development and support services shall be conditioned on the subsequent execution of a formal written Services Contract. The Service Level agreement should be finalized and be part-and-parcel of such an agreement.
- 7.1.2** The Service Level agreement should be based on the service requirement defined on section 6.
- 7.1.3** Bidders should propose the expected Service Level Agreement with the proposals. This should include industry standard compliance components as well as penalties for non-conformity. Finalizing the Service Level Agreement with SriLankan Airlines is the responsibility of the prospective bidder/supplier.
- 7.1.4** As indicated in section 7.1.3 it is the responsibility of the bidder to submit the Service Level agreement with penalty clauses on par with the industry standards to supplement the service charges. SriLankan Airlines will evaluate the effectiveness of penalties in the context of the requirements and negotiate with the prospective bidder to improve them. Finalization of the Service Level Agreement is a prerequisite for the prospective bidders to proceed on the final evaluation.
- 7.1.5** The warranty will begin on the date that the software is deemed to be in good working order (System acceptance) and signed receipt by a designated SriLankan Airlines representative. In the event that such a written acceptance is not available, a mutually agreed date will be established for the end of warranty.
- 7.1.6** Flight plan historical data need to be retained for 12 years period hence it is required to have a proper mechanism to retain the data during the life span of the solution after implementation.
- 7.1.7** The service level agreement should be comprehensive with identified cost components for each associate available service component. SriLankan Airlines should be able to choose and pick the required service components based on their preferences. Further these components should be able to modify (add / remove) during the product usage.

## 7.2 Contents of the proposal

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

- 7.2.1 General company information, date of incorporation etc.
- 7.2.2 Staff strength, their capabilities and from which countries support is rendered.
- 7.2.3 Technological skills areas and domains
- 7.2.4 Brief descriptions about key projects handled. Travel related or airline related projects
- 7.2.5 Current clientele for the proposed product
- 7.2.6 Technological Platform and development tools SF
- 7.2.7 Proposed hosting options and related pricing (hosting at SriLankan or any other location)
- 7.2.8 Time frame for delivering the project.
- 7.2.9 Any value additions provided in the solution
- 7.2.10 Industry standard certification
- 7.2.11 Comprehensive Disaster Recovery Plan
- 7.2.12 Post Implementation Plan – Staff Training Programs and user Guides.
- 7.2.13 Comprehensive UAT plan and test cases required
- 7.2.14 Ability to extend to SriLankan Airlines Affiliated organization.
- 7.2.15 Should indicate the implemented Version's along with the release date, year.
- 7.2.16 Comprehensive user training/administration and technical training / trouble shooting / user manuals on System should be provided with adequate documentation.
- 7.2.17 State the standard interfaces available to connect to external systems (web services)
- 7.2.18 System must be open and flexible to support future enhancements and customizations.
- 7.2.19 Should be able to pay unannounced visits to major customers of the vendor and head office.
- 7.2.20 Product brochures and catalogues are required for pre-assessment.
- 7.2.21 Business Continuity plan with clear goals towards managing the products should be submitted for the evaluation
- 7.2.22 A statement of compliance to the each and every requirement laid-down in the RFP is given below. In case of non-compliance, an alternative method of realization may be clearly stated with illustrations and explanations justifying the deviation from the specification.
- 7.2.23 Upgrades/New features/additional developments to be a block fee/ per day charge
- 7.2.24 Non-disclosure agreement between SriLankan Airlines and the vendor should be signed with regard to all electronic and non-electronic data/ information.
- 7.2.25 The vendor proposal should accommodate flexibility to increase and decrease of the number of aircrafts (As blocks) along with associated cost structure. (1-5 Aircrafts, 6-10 Aircrafts,11-15 Aircrafts, 16- 20 Aircrafts,... up to 41 -46 )
- 7.2.26 The cost structure associated with the degree of automation of software components need to be defined and should be flexible during the usage period so that user should be able to add or remove the automation / software components to suite adhoc situations.

Section VI - Annex D : Complete requirement list

**SAMPLE FORMAT OF THE LIST OF COMPLIANCE**

Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.1. Interactive Flight Planning				
3.1.1. Flight Planning Database				
3.1.2. Display of navigational data				
3.1.3. Aircraft data				
3.1.3.1. A facility to configure and manage ICAO ATC flight plan item 10 and item 18 should be available.				
3.1.3.2. The system should be able provide a facility to update aircraft related master information such as depressurization profile, MTOW, MLW, MZFW, CG reference and CG range.				
3.1.3.3. Functionality to update and manage aircraft operator information.				
3.1.3.3.1. Manage and update cost indexes				
3.1.3.3.2. Ability to manage aircraft fuel, time, cost				
3.1.3.3.3. Ability to configure and manage aircraft speeds and performance.				
3.1.3.3.4. Ability to manage extended and standard OPS (EDTO)				
3.1.4. User defined aircraft category				
3.1.5. Weight and capacity overrides				
3.1.6. Performance factor				
3.1.7. Speed schedule override				
3.1.8. Handling of speeds in fixed Mach Airspace				
3.1.9. Contingency Fuel				
3.1.10. Holding Fuel and Time				
3.1.11. Enhanced taxi time calculation				
3.1.12. Airport authorization by aircraft type and usage mode				
3.1.13. Airport Master information.				
3.1.14. Storage of weather minima by aircraft type, runway and approach type				
3.1.15. Ability to define and monitor Pilot's weather minima qualifier				
3.1.16. Ability to suggest alternate <del>options</del> by the system based on different scenarios.				
3.1.17. En-Route Alternates				
3.1.18. Intelligent calculation of departure and approach fuel.				
3.1.19. Route Options ability.				
3.1.20. Dynamic route building and storage				
3.1.21. Dynamic cost index				
3.1.22. Route optimization				



Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.1.23. Cost optimization ( Time costs, Fuel costs and Overflying costs)				
3.1.24. Optimum flight level profile				
3.1.25. Variable speed operations				
3.1.26. Offload iteration and priority				
3.1.27. Comparison of various flight plan calculations and scenarios.				
3.1.28. In-flight calculation				
3.1.29. Reduced Contingency Fuel (RCF) planning capability in both pre-flight and in-flight phases.				
3.1.30. Consideration of Fuel Tankering				
3.1.31. Ability to view master information in detail.				
3.1.32. Ability to Display Flight Route Calculation Errors				
3.1.33. Display of Restriction Information.				
3.1.34. Ability to Display Alternate Route Calculation Errors				
3.1.35. Weather/NOTAM viewer				
3.1.36. Post flight survey windows based on calculated <del>OPF's</del> Operational Flight Plan				
3.1.37. Historical & Future Upper Air Data Prognosis				
3.1.38. En-Route Charts / Maps				
3.1.39. Graphics enhanced map functionality.				
3.1.40. Dual takeoff weight				
3.1.41. Ability to provide approach fuel				
3.1.42. Fuel Adjustments				
3.1.43. Message transmission				
The system should be capable to transmit calculated flight plans via				
3.1.44. IFPUV – Eurocontrol ATC flight plan check				
3.1.45. Wind uplink capability.				
3.1.46. Automatic creation of flights				
3.1.47. Defining / View exact Entry Exit points of all the overflying <del>FIRs</del> Flight Information Region.				
3.1.48. Planning NOTAMS				
3.1.49. Pre bulk flight plan creation				
3.1.50. MEL/CDL Penalties				
3.1.51. Alternate Routes (Optimized & user defined)				
3.1.52. Transmission selection				
3.1.53. Flight Duplication				
3.1.54. Preferential <del>RWY</del> runway Selection				
3.1.55. User defined Instrument approach/landing minima				
3.1.56. ETOPS Suitability Window				
3.1.57. Maximum Wind Components				
3.1.58. Background Calculation				

Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.1.59. Inflight Calculation				
3.1.60. Ability to publish the flight plans and related documents to web / mobile systems.(a				
3.1.61. Call sign similarity (Optional)				
3.1.62. Availability of Mini Flight Plan				
3.2. Automation of Flight Planning calculation based on the provided master data at any defined time intervals.				
3.3. Route Restrictions				
3.4. WX & NOTAM Monitoring Capability				
3.5. ETOPS/EDTO				
3.6. Flight Air-Ground Communication – FMS data uplinks				
3.7. Flight pre planning				
3.8. Flight overflight clearance				
3.9. flight planning for enroute weather				
3.9.1. Natural Hazard areas during flight planning				
3.9.2. Company defined Volcanic Ash advisories				
3.10. Flight Briefing				
3.10.1. Dynamic generation of briefing packages				
3.10.2. Generation of NOTAM packages				
3.10.3. NOTAM priority grouping				
3.10.4. NOTAM filtering				
3.10.5. Flexible sorting of weather information				
3.11. Fuel Management – Fuel order				
3.12. Flight En-route Terrain Analysis for Drift-down and Depressurization				
3.13. Interfaces to other external sources				
3.13.1. Flight scheduling system to be integrated for all scheduling information and flight movement information				
3.13.2. Crew Management system to be integrated to transmit crew information for each flight				
3.13.3. Amadeus system to be integrated to receive Weight and Balance information.				
3.13.4. Aircom system to be integrated for data link functions such as route / wind uplinks.				
3.13.5. Ability to integrate with Engineering maintenance control system to update MEL /CDL information				
3.13.6. Ability to update fuel prices via external sources (a system or via formatted excel data sheet)				

Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.13.7. Integration capability to update taxi fuel information based on time / volume.				
3.13.8. Ability to connect to SITA network to transmit required flight planning information.				
3.13.9. Ability to export historical data at any given time.				
3.13.10. Ability to file ATC flight plan and broad cast via standard gateway.				
3.14. Report and Dashboard requirements				
3.14.1. Ability to display any post flight plan by flight number / date and the version.				
3.14.2. Ability to generate a report that will show the planned fuel (taxi / trip / contingency /holding / additional) utilization by flight number / sector / region.				
3.14.3. Ability to display airspace details and associated cost in readily available report.				
3.14.4. Ability to generate a report where it displays how many flights has flown via specific country / airspace / FIR during a selected period and their costs.				
3.14.5. Ability to generate a report that shows how many flights plans have been calculated based on manual process / automated process.				
3.14.6. Ability to identify the dispatcher performances (number of flight plans calculated in an assigned time slot/ roster).				
3.14.7. A report to show flight information which have been calculated using optimization and their relevant cost.				
3.14.8. A report that shows how many flights have been manually calculated (without optimization) and their relevant cost.				
3.14.9. Facility to generate a cost report which belongs to euro control flights. (airspace / distance/ date / rate and etc.)				
3.14.10. A report to generate Airspaces travelled for a particular flight, date and route.				
3.14.11. A Detail report of the cost associated for each of the airspace on a flight, date, route for the relevant currency.				
3.14.12. Any other cost component associated with the flight planning.				
3.15. Export facility				
3.15.1. The proposed system should have the capability to export the historical data at any given instance				

Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.15.2. The propose solution should have the ability and integration capability to connect Microsoft Power BI to create customer defined reports and dashboards.				
3.16. Web application support				
3.16.1. Web application which will allow the below features				
3.16.1.1. Ability define and configures users				
3.16.1.2. Ability to assign different permission levels				
3.16.1.3. Ability to view the view and down load flight plan and related documents.				
3.16.1.4. Ability to provide feedback to dispatchers via web module.				
3.16.1.5. Ability to integrate the web module with company active directory to facilitate single sign on				
3.16.1.6. Ability to request for weather information and incorporate to exiting flight briefing package.				
3.16.1.7. Fuel order facility				
3.17. Mobile application support				
3.17.1. Mobile application should be available on IOS / Android with latest versions and should				
comply the upcoming versions as well.				
3.17.1.1. Ability define and configures users				
3.17.1.2. Ability to assign different permission levels				
3.17.1.3. Ability to view the view and down load flight plan and related documents.				
3.17.1.4. Ability to provide feedback to dispatchers via web module.				
3.17.1.5. Ability to integrate the web module with company active directory to facilitate single sign on				
3.17.1.6. Ability to request for weather information and incorporate to exiting flight briefing package.				
3.17.1.7. Fuel order facility				
3.18. Application look & feel				
3.18.1. Uniformity across all graphical interfaces				
3.18.2. Simple terminology to communicate to average users				
3.18.3. Mobile application should support touch and swap functions				
3.18.4. Expect each function of the mobile application and device on different mobile platforms				
3.19. System Security and User Roles, Responsibilities				
3.19.1. User profiles must be password protected				
3.19.2. Passwords should comply company password policy.				

Business Requirement	Fully Complied	Partially Complied	Not Complied	Remarks
3.19.3. The database containing equipment data and loading planning must be made secured				
3.19.4. User roles should be able define in different levels (categories)				
3.19.5. Should have the ability to integrate with SriLankan Airlines Active directory to facilitate single sign on.				
3.20. RECEIVER AUTONOMOUS INTEGRITY MONITORING (RAIM) FACILITY				
3.20.1. Integrated software component				
3.21 AVAILABILITY OF ELECTRONIC FLIGHT FOLDER / ELECTRONIC FLIGHT BAG FACILITY (OPTIONAL)				
3.21.1. Electronic Capability on Flight Plans				
3.21.2. Utilize the electronic flight data for analysis				

Section VI - Annex E: Change Request Form

Automated Flight Planning Solution - <b>Change Request</b>				
Customer				
System		Version		
Customer CR Reference		Date		
Brief Description of Change				
Reason for Change				
Vendor Impact Analysis				
Vendor CR Reference		Target Release		
Vendor understanding				
Outline Solution				
	Analysis	Development	Testing	Implementation
Estimated Effort				
Tentative Duration				
Estimated Cost (USD/LKR) (if applicable)				
Customer Approval				
Signed:				
Name:				
Title:				
Date:				



Section VII - Draft Contract/ Performance Security form

**AGREEMENT FOR PROVISION OF SERVICE/SOLUTION**

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

Between;

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

And

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

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

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

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

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

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

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

**1. OBLIGATIONS OF THE CONTRACTOR:**

1.1 The Contractor shall:

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

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



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

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

## **2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:**

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

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

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

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

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

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

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

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

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

#### **5. INSURANCE:**

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

- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.

5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):

- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
- b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
- c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
- e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.

5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.

5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.

5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

## **6. NON-COMPLIANCE:**

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

- a) Terminate this Agreement as per Clause 7 below:
- b) Charge the Contractor liquidated damages at the rate specified in Schedule ... of the estimated amount of the monies payable for the relevant Service/solution for the relevant period of non-compliance or breach; and/or

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

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

## **7. TERM & TERMINATION:**

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

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

## **8. BANK GUARANTEE:**

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

## **9. GOVERNING LAW:**

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

**10. FORCE MAJEURE:**

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

In the case of the Contractor to -

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

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

For and on behalf of

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

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

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

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

Section VII - Annex G : Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

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

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

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

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

\_\_\_\_\_  
[signature(s)]



**Section B - *Details of Directors, Shareholders and related parties***

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

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

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

**Details of vendor’s authorized signatory:**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

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