



**INVITATION FOR BIDS FOR
THE PROVISIONING OF
POST WARRANTY, MAINTENANCE AND SUPPORT
FOR EXISTING HP (HEWLETT-PACKARD) SERVER INFRASTRUCTURE
AT SRILANKAN AIRLINES**

REFERENCE NO: CPIT/NCB 01/2019

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

Section I. Instructions to Bidders (ITB)

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

5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form at Annexure B.</p> <p>5.2 The price to be quoted in the Bids Submission Form shall be the total price of the Bids.</p> <p>5.3 Prices quoted by the bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	6.1 The bidders shall quote in Sri Lankan Rupees.
7. Documents to Establish the Conformity of the Services	7.1 The Bidder shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply this Service/solution in Sri Lanka. (or) Vendor commitment letter for 100% guaranteed HP Enterprise product support without HP partnership.
8. Period of Validity of bids	<p>8.1 Bids shall remain valid for a period of one hundred eighty (180) days after the bids submission deadline date. If the full validity period is not properly indicated, SriLankan airlines reserves the right to obtain re-confirmation from the bidder that the Bid is valid until the date specified above.</p> <p>8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Airlines may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.</p>
9. Bid Security Declaration	<p>9.1 The bidder shall furnish as a part of its bid, a Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure D (Mandatory).</p> <p>9.2 Any bid not accompanied by a substantially responsive Bid securing Declaration in accordance with 1TB Sub-clause 8.1, Shall be rejected by Sri Lankan Airlines as non-responsive.</p> <p>9.3 Bid Securing Declaration may be executed:</p> <p>(a) If a Bidder withdraw its bids during the period of Bid validity specified by the Bidder on the Bid Submission form, except as provided in 1TB Sub-Clause 8.2 or</p> <p>(b) If a Bidder does not agree to correctable of arithmetical errors in pursuant to 1TB Sub-Clause 15.3</p> <p>(c) If the successful Bidder fails to :</p> <p>i) Sign the contract in accordance security with 1TB Sub-Clause 23.3;</p> <p>(ii) Furnish a performance Security in accordance with 1TS Clause 24;</p>
10. Format and Signing of Bids	10.1 The bids shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.

D:Submission and Opening of Bids	
11. Submission of Bids	<p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.</p> <p>11.2 The sealed envelope shall bear the specific identification of this Bid exercise as indicated follows. “The Provisioning of Post Warranty, Maintenance and Support for existing HP Server Infrastructure at SriLankan Airlines (CPIT/NCB 01/2019)”</p> <p>11.3 The bidder shall submit the proposals in the price schedule forms attached at Annexure C.</p> <p>11.4 Completed Technical (un-priced) and Financial proposal should be submitted in two separate sealed envelopes with the tender reference no. CPIT/NCB 01/2019 and the Bidding Company’s name and the type of proposal (Technical or Financial) clearly marked on the top left corner of the envelope. Also a soft copy of the Technical proposal including all brochures & supporting documents should be submitted in the form of a CD/DVD/Pen Drive, along with the printed Technical proposal.</p> <p>11.5 If the Bidder wishes to hand deliver the Bids, please contact SriLankan Airlines personnel well in advance, for the arrangement of security clearance. Refer section II, Data Sheet, Clause 16.2 for contact details.</p>
12. Deadline for Submission of Bids	12.1 Bids must be received by the Purchaser to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
13. Late Bids	13.1 The Purchaser shall reject any bids that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above.

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

16. Clarifications	<p>16.1 To assist in the examination, evaluation and comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bids. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the Purchaser shall not be considered.</p> <p>16.2 The Purchaser's request for clarification and the response shall be in writing at SriLankan Airlines' address specified in the BDS.</p>
17. Responsiveness of Bids	<p>17.1 The Purchaser will determine the responsiveness of the bids to the documents based on the contents of the bids received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
18. Evaluation and Comparison of bids	<p>18.1 The following factors & methodology will be used for evaluation.</p> <p><u>Minimum Eligibility Criteria</u></p> <ul style="list-style-type: none"> I. Complete the Compliance Sheet for all the clauses requested in the RFP. II. HP partnership letter for the HP Enterprise products (or) a Vendor commitment letter for 100% guaranteed HP Enterprise product support without HP partnership. III. Vendor commitment letter for the usage of genuine HP brand as replacements with warranty maintenance and support IV. Three Minimum Customer references for similar scope of work with HP hardware V. Vendor commitment letter to cover the 100% availability of spares, timely delivery & support of spares and replacement hardware with genuine parts. <p><u>Evaluation Criteria</u></p> <p>The proposed service/solution will be subjected to a Technical/Financial evaluation based on the following criteria:</p> <ul style="list-style-type: none"> I. Cover Scope of services as requested under RFP : Section 2.0, Annexure B. II. Meet Responses & Resolutions levels as requested under RFP : Section 4.1 and 4.2, Annexure B. III. Compliance of Requirements under RFP : Section 3.0, Annexure B. IV. Meet Service guarantee & warranty. V. Back to back HP support agreement or Vendor commitment. VI. Experience in HP Hardware Support using Customer references during past 7 years. VII. In-house qualified HP Experts with Experience in HP hardware support for 5 years. VIII. Total final cost of the project for 01 year IX. Credit terms better than specified
19. Training and Development	Please refer clause 3.4.6 in Annexure B.

20. Financial Capability	20.1 The bidder shall furnish documentary evidence that it meets the following financial requirements (s): Audited financial statements for the last 03 years (mandatory)
21. Purchaser's Right to Accept any Bids, and to Reject any or all Bids.	21.1 The Purchaser reserves the right to accept or reject any bids , and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders
F: Award of Contract	
22. Acceptance of the Bids	22.1 The Purchaser will accept the bids of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
23. Notification of acceptance	<p>23.1 The Purchaser will notify the successful Bidder, in writing, that its bids has been accepted.</p> <p>23.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful bidder to sign it.</p> <p>23.3 Within seven (7) days of receipt of such information, the successful bidder shall sign the contract.</p> <p>23.4 The contract is extendable for a further 01 year period based on mutual agreement under the same terms & conditions and supplier performance.</p>
24. Performance Security	<p>24.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser the successful bidder shall furnish the performance security of 10% of the total value of the contract, using for that the Performance Security Form included in Annexure D.</p> <p>24.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of the contract and 90 days thereafter..</p> <p>24.3 Failure of the successful bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event the purchaser may award the contract to the next lowest evaluated bidder, whose offers is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactory.</p>

Section II: Data Sheet

ITS Clause Reference	
1.1	<p>The Purchaser is: SriLankan Airlines Address: Commercial Procurement Department, SriLankan Airlines, Airline Centre, Bandaranayake International Airport, Katunayake</p>
7.1	<p>Proprietor's authorizations (or) Vendor commitment letter for 100% guaranteed HP Enterprise product support without HP partnership is required .</p>
9.1	<p>Bid-securing Declaration, using the Bid-securing Declaration form included in Annexure D is required.</p>
12.1	<p>The address for submission of Bids is : Attention : Dehan de Silva Address : Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone : +94 197732666</p> <p>Deadline for submission of bids is on or before 11th June 2019, 11.00 a.m. Sri Lankan time (GMT +5:30 Time Zone)</p>
15.2	<p>For <u>Clarification of bid purposes</u> only, SriLankan Airlines' address is: Attention: Sampath Sudasinghe Address: SriLankan Airlines Limited, Commercial Procurement Department (IT), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka Telephone: +94 (0) 19733 2777/+94 (0) 19733 2666 Facsimile number: +94(0) 197335218 Electronic mail address: sampath.sudasinghe@srilankan.com sarath.jayathunga@srilankan.com</p> <p>If the Bidder wishes to hand deliver the Bid documents, please provide details (Names/NIC no/passport no/vehicle number) of your representatives one day in advance, for the arrangement of security clearance.</p>

Section III - Schedule of Requirements
The Provisioning of Post Warranty, Maintenance and Support for existing HP Server Infrastructure at
SriLankan Airlines (CPIT/NCB 01/2019)

Line Item #	Model	PID	Serial No	Final Destination	Delivery Date
Set 01 - Post Warranty Supports (Renewals for 1 year: 1st September 2019 to 31st August 2020)					
1	C7000 Enclosure	507019-B21	SGH315S85H	IT Division of SriLankan Airlines	Based on the above post warranty date of the equipment
1.1	HP VC Flex-10 Enet Module	455880-B21	3C4310006W		
1.2	HP VC Flex-10 Enet Module	455880-B21	3C43100058		
1.3	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C04E		
1.4	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C052		
2	BRS - HP Storage P2000	AP836B	2S6246B111		
2.1	HP P2000 G3 8G FC ARRAY CONTROLLER A	AP836B	CN8241M286		
2.2	HP P2000 G3 8G FC ARRAY CONTROLLER B	AP836B	CN8241M335		
3	HP Storage Works MSL 4048	AK381A	DEC21906PN		
4	SPS-CHASSIS-1U RACKMOUNT (LTO drive chassis)	EJ014B	2S6245001L		
4.1	LTO TAPE DRIVE mounted in to above Chassis		HUI244T070		
5	MSA 2040 - HP Storage				
5.1	HP MSA 2040 SAN CONTROLLER	C8R09A	2S6422B051		
5.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8420M277		
6	HP Storage Works MSL8096 Tape Library - Lower, MSL G3 Series	AJ040A	DEC91303AU		
7	HP Storage Works MSL8096 Tape Library - Upper, MSL G3 Series	AJ040A	DEC91303C1		
8	HP BLc7000 CTO 3 IN LCD Plat Enclosure	681844-B21	SGH434N91B		
8.1	HP VC Flex-10/10D Module	638526-B21	7C942700G9		
8.2	HP VC Flex-10/10D Module	638526-B21	7C942700G2		
8.3	HP B-series 8/12c SAN Switch	AJ820B	CN8425A062		
8.4	HP B-series 8/12c SAN Switch	AJ820B	CN8425A065		
9	MSA 2040 - HP Storage				
9.1	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8440M398		

9.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8441M921				
10	C7000 Enclosure	681844-B21	SGH445YV3K				
10.1	HP 6125G Blade Switch	658247-B21	6C7438003R				
10.2	HP 6125G Blade Switch	658247-B21	6C74360045				
10.3	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00M				
10.4	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00B				
11	HP Storage Works MSL 2024	AK379A	MXA431Z075				
12	BL460c G8	641016-B21	SGH2247MX8				
13	BL460c G8	641016-B21	SGH244FOLD				
14	BL620c G7	643786-B21	SGH2247LAT				
15	BL620c G7	643786-B21	SGH2247LAW				
16	BL460c G8	641016-B21	SGH2247MXE				
17	BL460c G8	641016-B21	SGH2247MX6				
18	DL360p G8	654081-B21	SGH247FNBT				
19	DL360p G8	654081-B21	SGH247FNBW				
20	DL360p G8	654081-B21	SGH247FNBK				
21	DL380 G7	583914-B21	SGH2278LXE				
22	DL380 G7	583914-B21	SGH2278LXA				
23	DL370 G6	483874-B21	GB8019V59N				
24	DL 380 G7	583914-B21	SGH2228LXC				
25	BL460c G8	641016-B21	SGH315S5NB				
26	BL460c G8	641016-B21	SGH425K993				
27	BL460c G8	641016-B21	SGH432MNDJ				
28	BL460c G8	641016-B21	SGH425K995				
29	BL460c G8	641016-B21	SGH430M4EV				
30	BL460c G8	641016-B21	SGH433MSV5				
31	DL380p G8	653200-B21	SGH315S88D				
32	DL380p G8	653200-B21	SGH351A2VT				
33	BL460c G8	735151-B21	SGH434N91D				
34	BL460c G8	735151-B21	SGH434N91F				
35	BL460c G8	735151-B21	SGH434N91E				
36	BL460c G8	735151-B21	SGH434N91C				
37	BL460c G8	735151-B21	SGH434N91H				
38	BL460c G8	735151-B21	SGH445YV3L				
39	BL460c G8	735151-B21	SGH445YV3M				
Set 02 - Post Warranty Supports (Renewals from 16th May 2019 to 31st August 2020)							
40	BL460c Gen9	727021-B21	SGH615VNKF				

41	BL460c Gen9	727021-B21	SGH615VNKB	IT Division of SriLankan Airlines	Based on the above post warranty date of the equipment
42	BL460c Gen9	727021-B21	SGH615VNKH		
43	BL460c Gen9	727021-B21	SGH615VNKD		
44	BL460c Gen9	727021-B21	SGH615VNKL		
45	DL380 Gen9	719064-B21	SGH615VNL1		
46	DL380 Gen9	719064-B21	SGH615VNL5		
47	DL380 Gen9	719064-B21	SGH615VNL3		
48	DL380 Gen9	719064-B21	SGH615VNL7		
Set 03 - Post Warranty Supports (Renewals from 25th Aug 2019 to 31st August 2020)					
49	BL460c Gen9	727021-B21	SGH621WPHV	IT Division of SriLankan Airlines	Based on the above post warranty date of the equipment
50	DL380 Gen9	719064-B21	SGH629W2SD		
51	DL380 Gen9	719064-B21	SGH629W2SC		
Set 04 - Post Warranty Supports (Renewals from 20th Feb 2020 to 31st August 2020)					
52	DL380 Gen9	719064-B21	SGH703W122	IT Division of SriLankan Airlines	Based on the above post warranty date of the equipment
53	DL380 Gen9	719064-B21	SGH703W124		
54	DL380 Gen9	719064-B21	SGH703W126		

Section IV - Bid Submission Form

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

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Service/solution [insert a brief description of the System/solution];
- (c) The total project cost for 01 year is **(Please insert the total cost in word & figures)**
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bids that you may receive.

Signed: [insert signature of the duly authorized person]

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

Date

Section V - General Conditions

- I. Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines along with the bid to avoid rejection of the bid.
- II. If required, SriLankan Airlines requires to inspect the product at the evaluation stage by SriLankan Airlines' personnel (minimum 2 pax), same has to be arranged by the bidder at a client site to inspect the proposed product. All applicable expenses excluding airfare (airfare means- SriLankan Airlines' destinations only) shall be borne by the bidder.
- III. All on-site & off-site expenses including incidental expenses related to the project implementation, maintenance & support etc. within the 5 year contract period, excluding Airfare (airfare means- SriLankan Airlines' destinations only) should be borne by the bidder. Please indicate the number of Air Tickets (airfare means- SriLankan Airlines' destinations only) required for each stage of the project.
- IV. If accepted, it is mandatory that the bidder signs the Contract Agreement - Annexure F.
- V. In order to ensure continuity of supply of Service/solution to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- VI. If SriLankan Airlines find that the delivered service/solution does not comply with the Specifications stated in this Agreement, SriLankan Airlines in its discretion has the right to either reject or request modification to the service/solution to compliance with the Specifications. Modification will not affect the Warranty/ Service Levels provided hereunder. If the service/solution is rejected SriLankan Airlines shall recover any and all money paid and any service penalties incurred due to rejection of the system/solution.
- VII. Please state whether your company has appointed a local agent for SriLankan Airlines supply & delivery of Solution and services to be procured under this bid exercise. If so please submit a separate bidder information form including the information of local agent.
- VIII. Advance payment is not acceptable. 30 days credit from the date of commissioning and acceptance by UL is required.
- IX. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

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

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

ANNEXTURE A: Bid Acknowledgement Form

IMPORTANT

All Bidders should confirm the intention to submit a Bid by forwarding the duly completed Bid Acknowledgement form given below, 07 working days prior to the Bid closing date.

RECEIPT OF THE BID DOCUMENTS

Receipt of your Bid invitation document no. CPIT/NCB 01/2019 is hereby acknowledged

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

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

☐ We do not intend to bid because

.....
.....

Signed :

Title :

Company :

Date :

ANNEXURE B - Technical/General Specifications & Compliance Sheet

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

1. INTRODUCTION

SriLankan Airlines' IT (SLAIT) needs to renew the warranty, maintenance and support for the existing HP hardware at its Data Center. These HP hardware includes servers, tape libraries, server enclosures, storage, etc. Existing HP infrastructure consist of many virtual servers using VMware and hyper-v in addition to few non-virtualized servers. All servers are integrated with backup and SAN storage solutions. Applications running on the HP hardware environment are both business critical and operation critical, thus extended warranty, maintenance and support with committed service levels is essential.

The sections covered herein provides general guidelines for vendors, **extended HP hardware warranty support** specifications, service targets and relevant annexure for vendors to adhere to in submitting their proposals.

The technical specifications, services, and service levels have to be matched by any prospective vendor. Only vendors who would fully comply with the below mentioned requirement will be considered for evaluation. Hence all proposals must include a comprehensive compliance check list with adequate details for any partial compliance to be eligible for consideration. This is a mandatory requirement for SLAIT to get **extended HP hardware warranty support** to the datacenter. Prospective vendors are required to submit a compliance check list in the format in *Annexure B-I*. Failure to submit a duly filled compliance check list will disqualify the proposal from evaluation.

All prospective vendors are requested to present their financial quotations in the format given in *Annexure B* to facilitate the computation of the cost for the total solution.

2. SCOPE

This document depicts SriLankan Airlines desire to provide reputed external institutions with an opportunity to bid for renewal of the warranty, maintenance and support for the existing HP hardware. Overall summary of the scope is listed below.

- Provide all the relevant software and tools to monitor and forecast any type of hardware failures in the HP hardware
- Configure to monitor, forecast, and alert any type of hardware failures in the HP hardware
- Onsite support to troubleshoot and identify the faulty HP hardware
- Replace the faulty HP hardware and ensure replacements are in good working condition
- Successfully install the firmware for all HP hardware on time with maximum 6 month deviations on the latest release.
- Meet the agreed service levels with qualified engineers 24x7x365
- Maintain the up to date documentations such as changes, incidents, requests, inventory (including firmware version), etc.

3. TECHNICAL REQUIREMENTS

3.1	Hardware	3.1.1	Only Genuine HP brand hardware machines and spare parts are allowed.
3.2	Hardware product availability	3.2.1	Manufacturers' certification or acceptable vendor commitment letter for the availability and support of spares for the products under this agreement during the term of the agreement.
		3.2.2	The bidder should specify the announcement date, EOL and EOSL of each hardware/software item supplied under this RFP during the agreement period.
3.3	Manufacturer's certification	3.3.1	Bidder should provide the certification letter from the principle indicating bidder's partnership level and validity. If this is not possible, then an acceptable vendor commitment letter is must to prove the timely support using genuine HP brand.
		3.3.2	Bidder should provide a letter from brand manufacturer authorizing the bidder for extended warranty support in Sri Lanka. If bidder is not an authorized HP agent, appropriate evidence and commitment to be available to ensure the capability. This may include a reasonable customer base, spare parts depot, insurance coverage, one to one replacement policy, etc.
3.4	General technical requirements	3.4.1	The bidder should provide a detailed description of the proposed service plan by describing all actions to be performed within the scope of this RFP. This should elaborately discuss how the vendor service is more advantageous when compared to similar service parties in the industry.
		3.4.2	A point by point compliance to the requirements laid-down in sections of this RFP, the bidder should complete annexure A stating in relation to each statement point of the given requirements & specifications, whether the proposed solution is fully complied or non-complied. In case of non-compliance an alternate method of realization should be clearly stated with illustrations and explanations justifying the deviation from the technical specifications. Also any limitations should be clearly mentioned in the compliance statement. Completing the annexure A is prerequisite for the evaluation including the remarks column. The remarks column should not be kept blank even if the term is "Complied"; use the column to detail out how the requirement is achieved. All responses which do not satisfy this requirement will not be considered for evaluation.
		3.4.3	The bidder should provide a list of all hardware, software, and other resources which will be used for the proposed solution including details of technical specifications of equipment product catalogs and any software versions & releases to be provided.
		3.4.4	A brief description/summary of reference projects of similar in nature (business critical and operation critical setup implementations with 24x7x365 maintenance & support SLA), size previously undertaken and successfully completed by the bidder in the recent past should be included with the proposal. The bidder should state contact points in two such implementations; not having a mentioned scale of references or failure to provide such details will disqualify the proposal.

		<p>3.4.5 Access to the hardware system should be controlled through the SLAIT Policy.</p> <p>3.4.6 Onsite technical training (for carrying out day to day operations & monitoring and first level troubleshooting) to be provided by the selected bidder. A training plan should be submitted with the proposal.</p> <p>3.4.7 Bidder must make arrangements for SLAIT Engineers to take part in vendor technical forums for gaining knowledge on latest guidelines and recommendations for secure, efficient and high-available usage of the systems.</p>
3.5	Provide HP hardware support for servers and related peripherals	<p>3.5.1 Selected bidder is fully responsible for extended warranty support and maintenance of existing HP hardware. This includes inspecting & fixing the hardware, installing the firmware, upgrade the firmware, troubleshoot hardware related issues, replace the faulty hardware parts, etc. If the Bidder is unable to solve by replacing hardware parts, then complete machine has to be replaced.</p> <p>3.5.2 The bidder is expected to inspect the site and provide comprehensive proposal.</p> <p>3.5.3 Provide onsite support 24x7x365 to reported issues, requests, and maintenance.</p> <p>3.5.4 Identify and make necessary steps to resolve hardware related faults.</p> <p>3.5.5 Facilitate SLAIT to manage and maintain system health using principle's management software (E.g. Existing platform is HP SIM).</p> <p>3.5.6 Facilitate SLAIT by providing relevant tools to manage and automate the hardware health monitoring process.</p> <p>3.5.7 Support to troubleshoot and identify the faulty HP hardware.</p> <p>3.5.8 The bidder should inform and provide details of any power recycle requirements for incident handling and/or change requirements. The maximum downtime taken for scheduled maintenance activities in each calendar month shall be 2 hours.</p> <p>3.5.9 Replace the faulty HP hardware (using parts or complete machine) and ensure replacements are in good working condition.</p> <p>3.5.10 Meet response & resolution targets and agree for penalty terms (Detailed in Section 4).</p>
3.6	Firmware upgrades	<p>3.6.1 Successfully install and upgrade the firmware free of charge for all HP hardware on time with maximum 6 month deviations with the available latest release.</p>
3.7	Documentation	<p>3.7.1 All the details of the hardware and relevant configuration information has to be documented and maintained by vendor. Maintain the up to date documentations such as changes, incidents, requests, inventory (including firmware version), etc. Monthly summary has to be provided to SLAIT.</p> <p>3.7.2 Training documents should be documented and provided to SLAIT for all maintenance activities where appropriate.</p> <p>3.7.3 Maintenance procedures should be documented and provided to SLAIT for all maintenance activities where appropriate.</p> <p>3.7.4 All problems attended should be logged and periodically analyzed by both the vendor and SLAIT</p>

3.8	Maintenance	<p>3.8.1 Preventative and routine - Advise SLAIT on such initiatives, any routine preventative maintenance recommended by the manufacturer shall be carried out by the vendor.</p> <p>3.8.2 Non routine maintenance - Advise SLAIT at the earliest and facilitate possible outage coordination.</p> <p>3.8.3 Annual health checks and performance checks carried out by the principle.</p> <p>3.8.4 No services outages are allowed in trouble shooting, expansions / maintenances of the server system unless deemed essential. The vendor shall list all items that need critical service interruption in maintaining / upgrading / troubleshooting the hardware system proposed. However prior approval must be obtained in such situations.</p>
3.9	Spare parts	<p>3.9.1 The vendor shall maintain adequate spares required to deliver the agreed service support and levels defined for equipment covered under this agreement.</p> <p>3.9.2 The vendor shall also make arrangements to maintain spares for a minimum period of six years from the date of the purchase of the equipment or three years after the agreed three year warranty end date whichever is greater.</p> <p>3.9.3 Only genuine HP parts or HP machine shall be used for repair of machines and shall be 100% reliable hardware. These spare parts shall also be used for repair of machine on beyond the warranty period if the spares are available through principle, HP. In cases where spares are not available through the principle, spares of identical specification and quality shall be used but using same HP brand only.</p> <p>3.9.4 A list of all recommended spare parts should be provided along with the response to this RFP. Acceptable list is compulsory for the evaluation.</p> <p>3.9.5 All these adequate list of spare parts to be maintained locally either at SriLankan Airlines site or vendor premises/ principles depot. The essential spare parts necessary to meet resolution target of Severity 1 incidents shall be kept at Sri Lankan premises.</p> <p>3.9.6 A letter from the principle should be provided along with the response to this RFP by confirming on the HP hardware spare parts depot access and limitations applicable to the vendor. If bidder is not an authorized HP agent, appropriate evidence and commitment to be available to ensure the strength of the available spare part depot and its capability.</p> <p>3.9.7 Vendor should demonstrate their capability to meet the SLA (expertise in HP, resources, availability, experience with HP hardware, etc.). Vendor has to submit the current HP hardware support Customers & footprint details.</p>
3.10	Onsite support	<p>3.10.1 The vendor shall make necessary arrangements to immediately locate an appropriately qualified individual onsite to solve for reported issues and requests 24x7x365 while meeting service targets. Minimum, an Onsite engineer to be located during the business hours Monday to Friday, 8 am to 4.30 pm throughout the contract term.</p>

3.11	Monitoring	<p>3.11.1 The vendor shall facilitate the SLAIT to perform continuous monitoring of the performance of the hardware and provide the tool (with Email, SMS facility) to get detailed alerts immediately and monitoring reports on a monthly basis. The expectation of such tools and reports is to monitor health and facilitate relevant planning.</p> <p>3.11.2 A monthly review meeting has to be accommodated showcasing the performance reports, issue resolution, and proactive recommendations from the vendor</p>
3.12	Contacts and Escalations	<p>3.12.1 The reporting and escalation matrix shall be provided by the vendor with contact ability 24 x 7 basis</p> <p>3.12.2 The vendor will appoint an Account Service Manager to co-ordinate all service activities and must be assisted by other relevant parties with technical competency as required</p> <p>3.12.3 A monthly review/update meeting shall be held between the vendor and SLAIT</p>
3.13	Reports	<p>3.13.1 The vendor will provide the following reports on a monthly basis to SLAIT:</p> <ul style="list-style-type: none"> a) An updated list of equipment details covered under this, to incorporate the machine's serial number changes with the relevant faulty replacement. b) A report on all faults including fault calls received and their status at month end indicating fault severity category, respond time, resolution time, monthly high availability, pending faults etc. c) A log of all maintenance (routine or preventative) carried out on servers and other equipment. d) A list of instances/difficulties encountered by the vendor regarding the access to site in order to attend to reported faults. e) List of spare parts being maintained to support for this agreement SLA.
3.14	Agreement term	3.14.1 One year

4. SERVICE TARGETS AND OTHERS

4.1 Fault severity and resolution times

Fault severity will be categorized based on the extent to which the fault affects the smooth operation of mission critical business applications. The severity level (1, 2 or 3) will be identified by ITSD when the fault call is reported to the vendor. The target service levels will depend on the severity level. This SLA incorporating service level targets as mentioned here is a mandatory requirement for the contract execution. SLA should also include quarterly health checks and performance checks carried out by the principle.

Severity 1 : Target time for resolution = within 2 Hrs

Severity 2 : Target time for resolution = within 4 Hrs

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

4.2 Fault escalation and notification procedure

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

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

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

	Reporting Window	The vendor Response time	The vendor Resolution time	Fault Resolution Time
99.95% Availability	99.95% measured over a calendar month on per server, on per devices externally connected to the server.			

4.3 Service credit

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

- Severity 1: US\$ 100/- per hour or part of it for the total duration exceeding resolution target
- Severity 2: US\$ 50/- per hour or part of it for the total duration exceeding resolution target

- 99.95% Availability: US\$ 100/- per 0.01% reduction. Approved planned downtime with 48 hours advance notice will be excluded for this calculation. SLAIT has the full right to reject the downtime request.
- Additional US\$ 500/- for every repeated failure of the same machine after a 2nd failure during a calendar month.
- If vendor is unable to provide the acceptable solution within the mission critical business requirement, then SLAIT will purchase the faulty hardware and claim the relevant cost from vendor.

4.4 Entry passes for SriLankan Airline Ltd

Prerequisites, for obtain entry passes for the vendor personnel to respective UL premises will be the responsibility of the vendor. SLAIT will take the responsibility of processing the required Entry Passes provided required documentation is made available in advance. It is the responsibility of the vendor to request SLAIT in advance for entry passes for those who will be assigned to provide maintenance activities to SriLankan Airlines.

4.5 Business continuity

In case vendor is unable to continue the support due to whatever reason during the extended warranty period, a mechanism should be proposed to ensure business continuity either by having an agreement with another service provider with sufficient capabilities and resources or handing over support component to the principle if possible. Please provide the details of proposed mechanism and relevant documents for the proof.

4.6 Financial clauses

4.6.1 Total costing for the complete solution with cost breakdown for each hardware and other component should be provided.

4.6.2 SriLankan Airlines has the right to choose only a part of the proposed solution.

4.6.3 Payment terms shall be Quarterly in arrears with 30 days credit period from the invoice received date.

Annexure B-I - Compliance check list in below point form

Hardware and warranty specifications			
<i>Section</i>	<i>Fully Complied/ Partially Complied / Not complied</i>	<i>Remarks</i>	
2.0			
3.1.1			
3.2.1			
3.2.2			
3.3.1			
Etc.			

Annexure B-II - Existing HP Hardware list

Set 01 - Post Warranty Supports (Renewals for 1 year: 1st September 2019 to 31st August 2020)

#	Model	PID	Serial No
1	C7000 Enclosure	507019-B21	SGH315S85H
1.1	HP VC Flex-10 Enet Module	455880-B21	3C4310006W
1.2	HP VC Flex-10 Enet Module	455880-B21	3C43100058
1.3	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C04E
1.4	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C052
2	BRS - HP Storage P2000	AP836B	2S6246B111
2.1	HP P2000 G3 8G FC ARRAY CONTROLLER A	AP836B	CN8241M286
2.2	HP P2000 G3 8G FC ARRAY CONTROLLER B	AP836B	CN8241M335
3	HP Storage Works MSL 4048	AK381A	DEC21906PN
4	SPS-CHASSIS-1U RACKMOUNT (LTO drive chassis)	EJ014B	2S6245001L
4.1	LTO TAPE DRIVE mounted in to above Chassis		HUI244T070
5	MSA 2040 - HP Storage		
5.1	HP MSA 2040 SAN CONTROLLER	C8R09A	2S6422B051
5.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8420M277
6	HP StorageWorks MSL8096 Tape Library - Lower, MSL G3 Series	AJ040A	DEC91303AU
7	HP StorageWorks MSL8096 Tape Library - Upper, MSL G3 Series	AJ040A	DEC91303C1
8	HP BLc7000 CTO 3 IN LCD Plat Enclosure	681844-B21	SGH434N91B
8.1	HP VC Flex-10/10D Module	638526-B21	7C942700G9
8.2	HP VC Flex-10/10D Module	638526-B21	7C942700G2
8.3	HP B-series 8/12c SAN Switch	AJ820B	CN8425A062
8.4	HP B-series 8/12c SAN Switch	AJ820B	CN8425A065
9	MSA 2040 - HP Storage		
9.1	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8440M398
9.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8441M921
10	C7000 Enclosure	681844-B21	SGH445YV3K
10.1	HP 6125G Blade Switch	658247-B21	6C7438003R
10.2	HP 6125G Blade Switch	658247-B21	6C74360045
10.3	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00M
10.4	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00B
11	HP Storage Works MSL 2024	AK379A	MXA431Z075
12	BL460c G8	641016-B21	SGH2247MX8
13	BL460c G8	641016-B21	SGH244FOLD
14	BL620c G7	643786-B21	SGH2247LAT
15	BL620c G7	643786-B21	SGH2247LAW
16	BL460c G8	641016-B21	SGH2247MXE
17	BL460c G8	641016-B21	SGH2247MX6
18	DL360p G8	654081-B21	SGH247FNBT
19	DL360p G8	654081-B21	SGH247FNBW
20	DL360p G8	654081-B21	SGH247FNBK
21	DL380 G7	583914-B21	SGH2278LXE
22	DL380 G7	583914-B21	SGH2278LXA

#	Model	PID	Serial No
23	DL370 G6	483874-B21	GB8019V59N
24	DL 380 G7	583914-B21	SGH2228LXC
25	BL460c G8	641016-B21	SGH315S5NB
26	BL460c G8	641016-B21	SGH425K993
27	BL460c G8	641016-B21	SGH432MNDJ
28	BL460c G8	641016-B21	SGH425K995
29	BL460c G8	641016-B21	SGH430M4EV
30	BL460c G8	641016-B21	SGH433MSV5
31	DL380p G8	653200-B21	SGH315S88D
32	DL380p G8	653200-B21	SGH351A2VT
33	BL460c G8	735151-B21	SGH434N91D
34	BL460c G8	735151-B21	SGH434N91F
35	BL460c G8	735151-B21	SGH434N91E
36	BL460c G8	735151-B21	SGH434N91C
37	BL460c G8	735151-B21	SGH434N91H
38	BL460c G8	735151-B21	SGH445YV3L
39	BL460c G8	735151-B21	SGH445YV3M

Set 02 - Post Warranty Supports (Renewals from 16th May 2019 to 31st August 2020)

#	Model	PID	Serial No
40	BL460c Gen9	727021-B21	SGH615VNKF
41	BL460c Gen9	727021-B21	SGH615VNKB
42	BL460c Gen9	727021-B21	SGH615VNBH
43	BL460c Gen9	727021-B21	SGH615VNKD
44	BL460c Gen9	727021-B21	SGH615VNKL
45	DL380 Gen9	719064-B21	SGH615VNL1
46	DL380 Gen9	719064-B21	SGH615VNL5
47	DL380 Gen9	719064-B21	SGH615VNL3
48	DL380 Gen9	719064-B21	SGH615VNL7

Set 03 - Post Warranty Supports (Renewals from 25th Aug 2019 to 31st August 2020)

#	Model	PID	Serial No
49	BL460c Gen9	727021-B21	SGH621WPHV
50	DL380 Gen9	719064-B21	SGH629W2SD
51	DL380 Gen9	719064-B21	SGH629W2SC

Set 04 - Post Warranty Supports (Renewals from 20th Feb 2020 to 31st August 2020)

#	Model	PID	Serial No
52	DL380 Gen9	719064-B21	SGH703W122
53	DL380 Gen9	719064-B21	SGH703W124
54	DL380 Gen9	719064-B21	SGH703W126

ANNEXURE C : Option 01 - Price Schedule Format
The Provisioning of Post Warranty, Maintenance and Support for existing HP Server Infrastructure
at SriLankan Airlines
(CPIT/NCB 01/2019)

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Line Item N°	Model	PID	Serial No	Cost per month	Contract period in months	Total cost for Contract period	Remarks
Set 01 - Post Warranty Supports (Renewals for 1 year: 1st September 2019 to 31st August 2020)							
1	C7000 Enclosure	507019-B21	SGH315S85H		12		
1.1	HP VC Flex-10 Enet Module	455880-B21	3C4310006W		12		
1.2	HP VC Flex-10 Enet Module	455880-B21	3C43100058		12		
1.3	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C04E		12		
1.4	HP 8/24c SAN Switch Pwr Pk+ BladeSystem c-Class	AJ822B	CN8314C052		12		
2	BRS - HP Storage P2000	AP836B	2S6246B111		12		
2.1	HP P2000 G3 8G FC ARRAY CONTROLLER A	AP836B	CN8241M286		12		
2.2	HP P2000 G3 8G FC ARRAY CONTROLLER B	AP836B	CN8241M335		12		
3	HP Storage Works MSL 4048	AK381A	DEC21906PN		12		
4	SPS-CHASSIS-1U RACKMOUNT (LTO drive chassis)	EJ014B	2S6245001L		12		
4.1	LTO TAPE DRIVE mounted in to above Chassis		HUI244T070		12		
5	MSA 2040 - HP Storage				12		
5.1	HP MSA 2040 SAN CONTROLLER	C8R09A	2S6422B051		12		
5.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8420M277		12		
6	HP StorageWorks MSL8096 Tape Library - Lower, MSL G3 Series	AJ040A	DEC91303AU		12		
7	HP StorageWorks MSL8096 Tape Library - Upper, MSL G3 Series	AJ040A	DEC91303C1		12		
8	HP BLc7000 CTO 3 IN LCD Plat Enclosure	681844-B21	SGH434N91B		12		
8.1	HP VC Flex-10/10D Module	638526-B21	7C942700G9		12		
8.2	HP VC Flex-10/10D Module	638526-B21	7C942700G2		12		
8.3	HP B-series 8/12c SAN Switch	AJ820B	CN8425A062		12		
8.4	HP B-series 8/12c SAN Switch	AJ820B	CN8425A065		12		

9	MSA 2040 - HP Storage						
9.1	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8440M398		12		
9.2	HP MSA 2040 SAN CONTROLLER	C8R09A	CN8441M921		12		
10	C7000 Enclosure	681844-B21	SGH445YV3K		12		
10.1	HP 6125G Blade Switch	658247-B21	6C7438003R		12		
10.2	HP 6125G Blade Switch	658247-B21	6C74360045		12		
10.3	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00M		12		
10.4	HP B-series 8/12c SAN Switch	AJ820B	CN8442A00B		12		
11	HP Storage Works MSL 2024	AK379A	MXA431Z075		12		
12	BL460c G8	641016-B21	SGH2247MX8		12		
13	BL460c G8	641016-B21	SGH244FOLD		12		
14	BL620c G7	643786-B21	SGH2247LAT		12		
15	BL620c G7	643786-B21	SGH2247LAW		12		
16	BL460c G8	641016-B21	SGH2247MXE		12		
17	BL460c G8	641016-B21	SGH2247MX6		12		
18	DL360p G8	654081-B21	SGH247FNBT		12		
19	DL360p G8	654081-B21	SGH247FNBW		12		
20	DL360p G8	654081-B21	SGH247FNBK		12		
21	DL380 G7	583914-B21	SGH2278LXE		12		
22	DL380 G7	583914-B21	SGH2278LXA		12		
23	DL370 G6	483874-B21	GB8019V59N		12		
24	DL 380 G7	583914-B21	SGH2228LXC		12		
25	BL460c G8	641016-B21	SGH315S5NB		12		
26	BL460c G8	641016-B21	SGH425K993		12		
27	BL460c G8	641016-B21	SGH432MNDJ		12		
28	BL460c G8	641016-B21	SGH425K995		12		
29	BL460c G8	641016-B21	SGH430M4EV		12		
30	BL460c G8	641016-B21	SGH433MSV5		12		
31	DL380p G8	653200-B21	SGH315S88D		12		
32	DL380p G8	653200-B21	SGH351A2VT		12		
33	BL460c G8	735151-B21	SGH434N91D		12		
34	BL460c G8	735151-B21	SGH434N91F		12		
35	BL460c G8	735151-B21	SGH434N91E		12		
36	BL460c G8	735151-B21	SGH434N91C		12		
37	BL460c G8	735151-B21	SGH434N91H		12		
38	BL460c G8	735151-B21	SGH445YV3L		12		
39	BL460c G8	735151-B21	SGH445YV3M		12		

Set 02 - Post Warranty Supports (Renewals from 16th May 2019 to 31st August 2020)							
40	BL460c Gen9	727021-B21	SGH615VNKF		15.5		
41	BL460c Gen9	727021-B21	SGH615VNKB		15.5		
42	BL460c Gen9	727021-B21	SGH615VNKH		15.5		
43	BL460c Gen9	727021-B21	SGH615VNKD		15.5		
44	BL460c Gen9	727021-B21	SGH615VNKL		15.5		
45	DL380 Gen9	719064-B21	SGH615VNL1		15.5		
46	DL380 Gen9	719064-B21	SGH615VNL5		15.5		
47	DL380 Gen9	719064-B21	SGH615VNL3		15.5		
48	DL380 Gen9	719064-B21	SGH615VNL7		15.5		
Set 03 - Post Warranty Supports (Renewals from 25th Aug 2019 to 31st August 2020)							
49	BL460c Gen9	727021-B21	SGH621WPHV		12		
50	DL380 Gen9	719064-B21	SGH629W2SD		12		
51	DL380 Gen9	719064-B21	SGH629W2SC		12		
Set 04 - Post Warranty Supports (Renewals from 20th Feb 2020 to 31st August 2020)							
52	DL380 Gen9	719064-B21	SGH703W122		7		
53	DL380 Gen9	719064-B21	SGH703W124		7		
54	DL380 Gen9	719064-B21	SGH703W126		7		
	<u>Total Contract cost for 01 year</u>						

ANNEXURE C : Option 02 - Price Schedule Format
The Provisioning of Post Warranty, Maintenance and Support for existing HP Server Infrastructure
at SriLankan Airlines
(CPIT/NCB 01/2019)

Bidder should provide the **list of all possible hardware parts with unit price. Only Faulty part will be purchased by customer. Bidder should be couriered it within 3 days.** Bidder should cover the warranty for any purchased items. This option is purely **based on time and material basis.** Hardware troubleshooting and replacing will be based on the Service Level Agreement

Line Item N°	Spare Part	Unit price	Remarks
1			
2			
3			
	<u>Total Spare Part cost for 01 year</u>		

Line Item N°	Professional Support	Cost per hour	Contract period in months	Remarks
1	Professional Support for SLA		12	

ANNEXURE C : Option 03 - Price Schedule Format
The Provisioning of Post Warranty, Maintenance and Support for existing HP Server Infrastructure
at SriLankan Airlines
(CPIT/NCB 01/2019)

Bidder should provide **the list of all possible hardware parts** with unit price. Bidder should recommend the minimum number of spare parts required for each item mentioned in the list. **Customer will decide and purchase the items at the beginning of the agreement.** Bidder should cover the warranty for these items.

Line Item Nº	Spare Part	Recommended Number of Hardware Units	Unit price	Remarks
1				
2				
3				
	Total Spare Part cost for 01 year			

Line Item Nº	Professional Support	Cost per hour	Contract period in months	Remarks
1	Professional Support for SLA		12	

Payment terms: Quarterly in arrears - **Please confirm**

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

Bid Validity:.....

Bid Security: Yes/ No

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 D : Bid Security Declaration form

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

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

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

*Name of contract -- [insert name]

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

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

To: SriLankan Airlines Limited.

We, the undersigned, declare that:

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

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

Name [insert printed or typed name]

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

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

ANNEXURE E : Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No: -----

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

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

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

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

[signature(s)]

ANNEXURE F : Clientele Information Form

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

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

ANNEXURE G - SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROVISION OF SERVICE/SOLUTION

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

Between;

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

And

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

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

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

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

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR:

1.1 The Contractor shall:

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

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

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

- 1.2 In the event any of the Service/solution supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Service/solution or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Service/solution being damaged at any stage prior to the handing over of the Service/solution to nominated freight forwarder at the port of dispatch or if any item of the Service/solution are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Service/solution are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Service/solution with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Service/solution within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Service/solution from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the Service/solution and training for relevant SriLankan Airlines staff once the Service/solution are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of 2 years from the date mentioned in the Commissioning and Acceptance Form in Annex C for manufacturing defects of the Service/solution except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased Service/solution for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/Service/solution specified in Schedule A without any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Service/solution provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Service/solution provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule C.
- 2.2 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule C where the Contractor fails to deliver the Service/solution as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.3 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase Service/solution which are similar to the Service/solution contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.4 Have the right to inspect and reject the Service/solution (or any part thereof) provided under this Agreement if in its opinion it decides that such Service/solution (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Service/solution (or part thereof) after the Service/solution ' arrival or issuance of the Delivery Note

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

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

3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Service/solution at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Service/solution under this Agreement within 30 days from the date of Commissioning and Acceptance in Annex C . The invoice will be raised at the time of departure of the Service/solution from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in

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

- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule C.
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: 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 C of the estimated amount of the monies payable for the relevant Service/solution for the relevant period of non-compliance or breach; and/or

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

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

7. TERM & TERMINATION:

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

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

8. BANK GUARANTEE:

- 8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule C, as an irrevocable and unconditional bank guarantee drawable on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.
- 8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.
- 8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.
- 8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.
- 8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.
- 8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. GOVERNING LAW:

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

10. FORCE MAJEURE:

- 10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable despatch.
- 10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.
- 10.3 In the event the force majeure event relates to delivery of Service/solution by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Service/solution shall be extended accordingly.

11. GENERAL:

- 11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.
- 11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.
- 11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.
- 11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.
- 11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.
- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.

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

In the case of SriLankan Airlines to –
SriLankan Airlines Limited
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

Name:
Designation:

Witness:

Name:
Designation:

For and on behalf of

Name:
Designation:

Witness:

Name:
Designation:

SCHEDULE A

1. Preliminary:

- 1.1 The specifications of Solution& service shall be deemed to form and be read and construed as an integral part of the Agreement.
- 1.2 If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Solution/service, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.
- 1.3 Please refer **Annex A** attached for Specifications of the Post Warranty, Maintenance and Support for existing HP Server Infrastructure

2. Time Schedule:

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

SCHEDULE B

(LOCATIONS)

1. Locations:

The Contractor shall supply and deliver the Solution/service to SriLankan IT Systems, SriLankan Airlines Ltd, Information Technology, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.

2. Access to Locations:

- 2.1 Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.
- 2.2 The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Solution/service under this Agreement shall under no circumstance violate Clause 2.1 above.
- 2.3 The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C
(RATES & CHARGES)

1. Rates

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

Please refer Annex B for Price Schedule Format.

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

2. Bank Guarantee

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

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