

CEYLON PETROLEUM STORAGE TERMINALS LIMITED



BIDDING DOCUMENT

**BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND
MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT
CEYLON PETROLEUM STORAGE TERMINALS LTD**

BID NO: KPR/66/2018

CHAIRMAN – DEPARTMENT PROCUREMENT COMMITTEE,
C/O MANAGER PROCUREMENT
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
PROCUREMENT FUNCTION,
1st FLOOR, NEW BUILDING,
OIL INSTALLATION,
KOLONNAWA.

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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)

BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD.

BID NO: KPR/66/2018

The Chairman, Department Procurement Committee, on behalf of the Ceylon Petroleum Storage Terminals Limited, will receive sealed bids from Manufacturer, authorized export agents or accredited local agents for the **Supply, Installation, Configuration, Commission and Maintenance of Enterprise Wi-Fi Dual Radio Access Points at Ceylon Petroleum Storage Terminals Limited.**

Bid details are available on our Website www.cpstl.lk and the documents could be obtained from the undersigned between 0900 hrs and 1400 hrs on any working day up to **08.10.2018**. payment of a non-refundable Tender Document fee of **Rs. 2,000.00** for each. Bidders are requested to inspect the bidding document prior to purchase and once it is purchased document fee is not refundable for any reason whatsoever.

Bid will be closed at 1400hrs. on 09.10.2018 and opened immediately thereafter at the office of Manager (Procurement). Bidders or their authorized representatives will be permitted to be present at the opening of the bids.

Bid shall be valid up to **27.11.2018**

All bids shall be accompanied by a bid security of LKR 25,000.00 (Sri Lanka Rupees Twenty five thousand only) Bid Security shall be valid up to **25.12.2018**

The duly perfected Bid may be sent through the post under registered cover or Bidder or his authorized representative may deposit the Bid in the tender box at the office of Manager (Procurement), Procurement Function, 1st Floor, New Administration Building, Oil Installation, Kolonnawa at or before **1400hrs on 09.10.2018.**

For further details, please contact Manager Procurement on Tel: 011-2572156/ 011-5663121, Fax: 011 2572155, email: procure@cpstl.lk

The Chairman
Department Procurement Committee
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
1st Floor, New Building
Oil Installation
Kolonnawa
Sri Lanka

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1.0 INSTRUCTION TO BIDDERS

BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD

SECTION 1. INSTRUCTION TO BIDDERS

1.1 INTRODUCTION

Ceylon Petroleum Storage Terminals Limited [CPSTL] is a public enterprise established in 2003 to facilitate storage and distribution of petroleum products of Ceylon Petroleum Corporation [CPC] and Lanka IOC PLC [LIOC] island wide.

CPSTL provides SAP ERP system to CPSTL, CPC and LIOC, and in-house developed applications to CPSTL & CPC. At present all buildings scattered in the Kolonnwa Installation which are linked with a wired network comprises of a Campus LAN with a fiber ring backbone, and wired LANs with Ethernet CAT 6 cables within individual buildings. CPSTL has decided to implement an Enterprise Wi-Fi solution to expand the network with improved services in order to cater new user requirements and to reduce the complexity of the network, cable failures, and operational costs.

The intended solution proposes to connect Wi-Fi access points to the existing network switches mounted in the network enclosures of each building as described in this document, and POE adapters are additionally required since the existing network switches are not POE capable.

1.2 SCOPE OF SUPPLY & DELIVERY

The Chairman, Department Procurement Committee, on behalf of Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka will invite sealed Bids from Manufacturer, authorized export agents or accredited local agents to **SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD.**

Conforming to the SCOPE OF WORK in ANNEXURE “B1” SCOPE OF WORK, ANNEXURE “B2” TECHNICAL ELIGIBILITY CRITERIA & CONDITIONS, ANNEXURE “B 3”: TECHNICAL SPECIFICATION AND COMPLIANCE FOR ACCESS POINTS, ANNEXURE “B 4”: TECHNICAL SPECIFICATION AND COMPLIANCE FOR INTEGRATED VIRTUAL CONTROLLER., ANNEXURE “B 5”: DISTRIBUTION OF ACCESS POINTS, ANNEXURE “B6”: SPECIFICATION OF THE UTP CABLES, ANNEXURE “B7”: BILL OF ITEMS TO BE PROVIDED” & Conditions given under this Instructions to Bidders (ITB).

Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the procurement committee would assume that bidder conforms to most stringent conditions of the bidding document.

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on any working day between **0900 to 1400 hrs up to 08.10.2018** from the Office of the Manager (Procurement), Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka on a cash payment of a non-refundable bidding fee of **Rs. 2,000.00 (Two Thousand)**. Parties interested in obtaining a Bid Document should submit a request letter on their Company Letter Head.

Tender document consists of the following:

- INSTRUCTION TO BIDDERS (ITB)
- CONDITIONS OF CONTRACT
- ANNEXURES
 - ANNEXURE “A” SCHEDULE OF PRICES
 - ANNEXURE “B1” SCOPE OF WORK
 - ANNEXURE “B2” TECHNICAL ELIGIBILITY CRITERIA & CONDITIONS
 - ANNEXURE “B3”: TECHNICAL SPECIFICATION AND COMPLIANCE FOR ACCESS POINTS
 - ANNEXURE “B4”: TECHNICAL SPECIFICATION AND COMPLIANCE FOR INTEGRATED VIRTUAL CONTROLLER.
 - ANNEXURE “B5”: DISTRIBUTION OF ACCESS POINTS
 - ANNEXURE “B6”: SPECIFICATION OF THE UTP CABLES
 - ANNEXURE “B7”: LIST OF ITEMS TO BE PROVIDED
 - ANNEXURE “C”: FORM OF BID
 - ANNEXURE “D”: FORM OF BOND
 - ANNEXURE “E”: FORM OF PERFORMANCE BOND
 - ANNEXURE “F”: FORMAT OF MANUFACTURER’S AUTHORIZATION
 - ANNEXURE “G”: FORM OF DETAILS REQUIRED
 - ANNEXURE “H”: FORM OF COMPLIANCE / DEVIATIONS SHEET
 - ANNEXURE “I”: FORM OF AGREEMENT

1.4 ALTERNATIVE BID/S

- a) Alternative bids submitted by a bidder, shall be considered as a separate bid and it shall be supported with a separate form of Bid and Bid security. However, the Alternative Bid shall not be considered for evaluation.
- b) If the original Bid submitted by the Bidder is considered as the lowest evaluated and substantially responsive Bid, the bidder's Alternative Bid will be compared with his original Bid.
- c) Under no circumstances an Alternate Bid shall be accepted at a higher price than the Bid price of the original Bid.

1.5 DOCUMENTS & DETAILS TO ACCOMPANY BID

The authorized agents must send all the required information given below for evaluation purposes and failure to furnish the required documents and details along with the Bid will result in the Bid being rejected.

The bidder should submit all documents, forms and proofs as per the **Annexure "H"** based on the details requirements mentioned below.

- a) Details of after sale services and the service agreement:
Annual Maintenance Contract for comprehensive maintenance for 02 years after the warranty period. The supplier must specify the equipment parts covered under the warranty. In case equipment is in out of order during the warranty period supplier should provide an extended warranty considering this period.
- b) Company background, place of business, number of years of experience in supplying similar equipment, a list of users of the quoted equipment supplied for the past 3 years and their contact person name, addresses, fax numbers, phone numbers and E-mail addresses and other details as per annexure "G"
- c) Service facilities available and type of services provide in Sri Lanka and capacity of service personnel

- d) All terms and conditions of warranty. (To be elaborated by manufacturer and/or local agent separately)
- e) Detailed profile of the company of the manufacturer and the country of manufacture, year of manufacture, make/model of the equipment etc., together with the copy of the company registration certificate issued by the respective authority of the manufacturer's country (If any).
- f) A certificate from the manufacturer that all spare parts for the models offered will be manufactured for a minimum period of five (05) years from the date of submission of the bid, and they are freely available to CPSTL for the same period and the provision to import/purchase directly from manufacturer. Further hardware/software/firmware updates are available for the same period. (To be specified by a covering letter).
- g) All other details and documentary requirements as requested under this tender.
- h) Details of Resource persons' or institute shall be attached for required Training or the training details.

1.6 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

The bidder may modify, substitute or withdraw his/her bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CPSTL, prior to the deadline prescribed for bid submission.

The bidder's modification or substitution shall be prepared, sealed, marked and dispatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB, of any modification or substitution to his/her bid, clearly identified as such in two envelopes, duly marked "ORIGINAL" & "DUPLICATE". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATION or BID SUBSTITUTION - **BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTANENCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED.**

– **KPR/66/2018** – **CLOSING DATE: 09.10.2018.**

A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand at the address which is indicated in ITB clause, prior the deadline for submission of bids. The notice of withdrawal shall bear the bid name and the words "BID WITHDRAWAL NOTICE".

Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will be deemed to be valid.

1.7 FORMAT & SIGNING OF BID

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as, **“BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD.**

– **KPR/66/2018”** – **CLOSING DATE: 09.10.2018.** original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

Bidder shall incorporate a Signature Authorization letter along with his/her bid, which is authorizing a person/s to represent the company in submitting the bid, and if successful, to sign the respective agreement/contract with CPSTL. The letter shall be signed by the Management of the company and the person/s who signs the bid on behalf of the company and shall be affixed by the common seal of the company. This letter shall be produced on the company letter head.

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder. All pages of the bid except for un-amended printed literature shall be initialed by the person/s signing the bid.

Any inter lineation, erasures or insertion shall be valid only if they are initialed by the person/s signing the bid. All corrections shall be very clear, and no over-writing shall be accepted.

1.8 SUBMISSION OF BID

Bidders should quote their prices in the annexed “Schedule of Prices” and forward same in duplicate. The Original & Duplicate copy of the Bid should be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover marked **BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD.**

- Tender No: **KPR/66/2018 Closing Date: 09.10.2018** on the top left-hand corner, and addressed to the Chairman, Department Procurement Committee, Procurement Function, 01st Floor, New

Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka or bidders could deposit their offers in the Tender Box provided for this purpose available at the above address.

Bidder may submit an alternative offer/s; however, the bidder shall submit such bids in separate sets of original documents obtained from the procurement Function, Ceylon Petroleum Storage Terminals Limited, Kolonnawa. No document shall be copied for the purpose of submitting alternative offer/s. Each offer should be submitted with all the required documents separately as per the original bid and should be marked as “**ALTERNATIVE OFFER –to BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LTD**”

TENDER NO: KPR/66/2018 CLOSING DATE: 09.10.2018 on the top left-hand corner. Failure to furnish required documents along with the alternative offer/s may lead to rejection of the offer.

The Bidder should submit their bidding documents by Registered post, Courier service or by hand delivery, not later than 1400 hrs. on 09.10.2018.

A local firm acting as Agent for more than one Principal Bidder should get each of his Principal Bidder’s authority to represent and Bid on separate sets of Bidding Documents purchased from the Ceylon Petroleum Storage Terminals Limited for such purpose.

1.9 CLOSING & OPENING OF BID

- a) Bids, enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover or sealed cover to reach the Chairman, Department Procurement Committee, not later than 1400 hrs. on 09.10.2018. or could deposit in the Tender Box provided for this purpose at the Office of Manager (Procurement), Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Bids will be closed at 1400 hrs on 09.10.2018 and open immediately thereafter at Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya, Sri Lanka.

Bidders or their duly authorized representative/s may be present at the opening of Tenders. The officer who opens the Bids will read out the unit price/total price, as indicated in the schedule of prices to those who are present. Technical Data,

Specifications or similar will not be divulged.

b) Late Bids

Any Bid received after the closing time for submission of Bid will be rejected and returned unopened to the Bidder.

1.10 BUSINESS REGISTRATION

Manufacture, Authorized export or accredited local agent should register with the Registrar of Companies and shall produce a copy of the valid Certificate (legally attested copy) of Registration issued by the Registrar of Companies of Sri Lanka together with the offer.

1.11 MANUFACTURE OF AUTHORIZATION

Offers from agents representing Principals abroad, will not be considered unless they hold the Letter of Authorization from the Principals/manufacturer empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the principals to fulfil all the terms and conditions of the contract, in the event of the bid being awarded **Annexure “F”**.

The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name and address, telephone, fax numbers & e-mail if any.

Nomination of agents after the Bid has been submitted will not be valid.

If the Principal is not the Manufacturer, the Principal should furnish documentary proof of his arrangements with the Manufacturer.

1.12 MINIMUM VALIDITY PERIOD OF OFFERS

- a)** All offers should be valid until 27.11.2018 Bidders should however, clearly indicate the maximum period that their offer would be valid.
- b)** A bid valid for a shorter period shall be rejected by the CPSTL as non-responsive. In exceptional circumstance, prior to expiry of the period of validity of bid, the CPSTL may request that the bidders extend the period of validity for a specified additional period.
- c)** All the prices indicated in the Schedule of Prices shall be firm & shall not be subject to any price variation within the validity period of offer specified in (a) above.
- d)** On acceptance of the offer, prior to expiry of the period of validity of bid, the validity of

offer should be extended for purposes of opening Letter of Credit and other required documentation if required.

1.13 BID SECURITY

Each bid should be accompanied by a Bid Security undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period. Such Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a reputed Commercial Bank Operating in Sri Lanka, and payable to the Ceylon Petroleum Storage Terminals Limited, for a minimum sum of Sri Lankan Rupees Twenty Five Thousand (Rs. 25,000.00).

If the Bidder wishes to submit alternative offers from different ENTERPRISE WI-FI DUALRADIO ACCESS POINTS Manufacturers such alternative offers should be submitted with separate Bid Security Guarantee.

The Bid Security should be **valid until 25.12.2018** A form of Bid Bond is attached, **Annexure “D”**.

Failure to submit the Bid Security at the time or before the closing of the Bids and in accordance with the said requirements will result in the Bid being rejected. Bid Securities of the unsuccessful Bidders will be returned to them only after award of the tender to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned after receipt of the Performance Bond.

1.14 FORM OF BID

Bidders should declare that they have read the Conditions and that they make the offer in compliance with and subject to all the Conditions thereof and agree to execute the contract/ perform the services in accordance with the said Conditions in the manner therein set out. A Form of Bid –**Annexure “C”** is attached.

Form of Bid not submitted on the prescribed form and in the manner required are liable for rejection

1.15 SCHEDULE OF PRICES

- a) Schedule of Prices shall be in the form of the **Annexure “A”** given in the document. Bidders are required to duly sign and return the Schedule of Prices marked **Annexure “A”**.
- b) Details of Local cost (if any) & payable in Sri Lanka Rupees should be disclosed in the appropriate column of the Schedule of Prices.
- c) Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.16 CORRECTIONS OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- a) Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.
- b) Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity,
 - The unit rate as quoted will govern.
 - Unless in the opinion of the Chairman, Department Procurement Committee/TEC there is an obvious gross misplacement of the decimal point in the rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- c) The amount stated in the Bidding Document adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

1.17 EVALUATION OF BIDS

- a) All the offers along with the required documents received will be evaluated by a TEC to determine the eligibility of responded Bidders and substantial responsiveness of Bids received. Substantially responsive Bid is one, which conforms to the terms & conditions and specifications of the Bidding Document. Incomplete Bids will be rejected.
- b) The Ceylon Petroleum Storage Terminals Limited, with the approval of the Chairman, Department Procurement Committee, may seek in writing, clarification or additional information from any Bidder in regard to Specifications except for Prices. In the absence

of any response from the Bidder, within the specified period, the Department Procurement Committee reserves the right to make its own decision.

1.18 POWER TO ACCEPT OR REJECT OFFERS

- a) The Department Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- b) The “CPSTL” Department Procurement Committee reserves the right to reject any or all Bids, or any part thereof without assessing any reasons. The Department Procurement Committee may accept any or all items of the offers and reserves the right to increase or decrease the quantity of goods to be contracted for, at prices indicated in the Schedule of Price.

1.19 AWARDING CRITERIA

Subject to ITB clauses 1.17, CPSTL shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive, lowest evaluated bid, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

1.20 NOTICE OF ACCEPTANCE

Acceptance of bid will be confirmed by fax /e-mail to the successful bidder to the address given by him, soon after the receipt of the Department Procurement Committee decision. Any change of address of the bidder should be promptly notified to;

**CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE
C/O MANAGER PROCUREMENT
01ST FLOOR, NEW BUILDING
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
OIL INSTALLATION
KOLONNAWA
WELLAMPITIYA
SRI LANKA.**

2.0 CONDITIONS OF CONTRACT

SECTION 2. CONDITIONS OF CONTRACT

2.1 PERFORMANCE BOND

- a) The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid, shall within fourteen (14) days of such notification, furnish at his own expense a Performance Guarantee through a reputed Commercial Bank Operating in Sri Lanka, in a sum equivalent to 10% of the total contract value of the accepted Bid. The Performance Guarantee shall be in accordance and in the form given in **Annexure “E”**.
- b) If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. Ceylon Petroleum Storage Terminals Limited, shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, at the risk & expense of the Bidder.
- c) The successful Bidders, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses & damages which the Ceylon Petroleum Storage Terminals Limited, may sustain in consequence of such failure, and the Bid Security shall be forfeited.
- d) The Letter of Credit/ Purchase order will be opened/ issued only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favor of the Ceylon Petroleum Storage Terminals Limited and shall be valid for a period not less than **Three Hundred and Sixty Five (365) days from the date of acceptance**.
- e) To expedite opening of Letter of Credit, the Supplier/Principal shall on his own account instruct his Bank to Fax/ Email the Ceylon Petroleum Storage Terminals Limited the date, amount and validity period of the Performance Guarantee.

2.2 MODE OF PAYMENT

Full payment of the total cost shall be paid in Sri Lanka Rupees within 30 days, only after the successful completion of the project and certified from the IT Function of Ceylon Petroleum Storage Terminals Limited as per the terms and the conditions of the Bid.

Any payment term requiring will not be acceptable to CPSTL.

2.3 DELIVERY

The **ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS and allied services** should be Delivered, Installed, Configured & Commissioned at Ceylon Petroleum Storage Terminals Limited within a period of **Three (03) weeks** from the date of Purchase Order, on an agreed schedule. Bidder should indicate the detailed schedule in their offer.

2.4 MANUFACTURER'S COMPREHENSIVE WARRANTY

The supplier must provide manufacturer's comprehensive warranty, **minimum 03 years from the date of delivery** for the **Enterprise Wi-Fi Access Points** as required under **Annexure "B"**.

Furthermore, Bidder must provide manufacturer's extended comprehensive warranty for Annual Maintenance Contract (AMC) for next two years separately.

Any component of the unit which condemned beyond repair within the contract period, shall be replaced free of charge including labor and shipping costs by the manufacturer/supplier/local agent. In case any Access point is in out of order for an extended period (usually more than 30 calendar days) during the warranty period, supplier should provide an extended comprehensive warranty by considering the outage period. During the period of warranty and AMC, when problem resolution time exceeds 24 hours from the time of incident reporting, the supplier should provide backup/temporary units.

Any spare parts or total unit beyond repair shall be replaced with same or higher configuration during the contract period.

Under Annual Maintenance Contract in the post-warranty period, the supplier shall provide On-site maintenance support including accessories without any extra charges (complete device, parts, labor, shipping or any other cost).

The authorized local agent shall be able to supply spare parts in time & to have methodology to offer after sale services, whenever a requirement arises.

Original warranty certificate shall be delivered along with the Enterprise Wi-Fi Access Points.

2.5 TRAINING

A standard basic level certification training including operations and administration training of the **ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS** are expected to be carried by a certified trainer for at least two personnel at CPSTL IT Function. Therefore, the package offered by the bidder should include the total cost (training materials) of training of Ceylon Petroleum Storage Terminals Limited IT staff.

2.6 CONTRACT AGREEMENT

The successful bidder would be called upon to enter into an agreement with CPSTL after successful award. A specimen of Contract Agreement as per Annexure "I"

2.7 FORCE MAJEURE

Except as regards an act of god, war, strike, invasion, civil war, rebellion, tsunami, revolution, insurrection, military power, earthquake, plagues, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

2.8 LIQUIDATED DAMAGES

Shall the supplier fail to complete the project within the period specified or shall he/she fail to replace any defective components or a part thereof with a like quantity of approved quality within the period allowed, the supplier shall be liable to pay as a pre-estimate of liquidated damages, the sum 1/1000th of the value of the equipment per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total value of the order. In case of such penalty being imposed by CPSTL, such penalty will be deducted from the performance security. The supplier in these circumstances will also render himself/herself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in the CPSTL bids.

2.9 PATENT INFRINGEMENT

Supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on equipment purchased from the supplier. Supplier shall pay all costs and expenses incident to any such litigation. It being further agreed and understood, that CPSTL shall have the right to be represented therein by counsel, of their own selection and paid by them. Supplier shall pay all damages profits and/or costs, which may be subjected under the patent rights.

2.10 GOVERNING LAW & JURISDICTION

This contract and the rights and the liabilities of the parties hereunder shall be governed by and interpreted according to the laws of the Democratic Socialist Republic of Sri Lanka, and any disputes arising there from shall be subject to the exclusive jurisdiction of the High Court of the western province exercising civil (commercial) jurisdiction at Colombo or the District Court of Colombo in the said Democratic Socialist Republic of Sri Lanka.

2.11 CONTRACT NOT TO BE SUBLET

The Bidder shall not assign or sublet without the written authority of the Chairman / Department Procurement Committee CPSTL, his obligations to supply the items tendered and agreed for. If any part of his obligation has been assigned or sublet with written authority, he will nevertheless be held responsible for the due performance of the part assigned or sublet.

2.12 ANY OTHER INFORMATION

Any other information or clarification required could be obtained from the Chairman – Department Procurement Committee, C/o Manager Procurement, 01st Floor, New Building, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Sri Lanka on any working day, between 0900hrs and 1600 hrs not later than 10 days before the closing date of tender given in ITB clause.

Telephone :0094-11-5750764

Fax :0094-11-2572156

E-mail :procure@cpstl.lk

Where the Bidders have not sought any clarifications / information such Bidders shall be deemed to have accepted the Bidding Document in full.

Ceylon Petroleum Storage Terminals Limited reserves the right to issue amendments to the Bidding document if and when deemed necessary, up to 07 days before the closing date of Tender given in ITB Clause and such amendments will be notified to all Bidders who have collected the Bidding documents.

The Chairman,
Department Procurement Committee,
C/o Manager Procurement
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Oil Installation,
Procurement Function,
01st Floor, New Building,
Kolonnawa,
Wellampitiya,
Sri Lanka.

3.0 ANNEXURES

SECTION 3. ANNEXURES

ANNEXURE “A”

ANNEXURE “A” SCHEDULE OF PRICES

#	Description	Qty. Nos	Total Amount in LKR
1.0	COST OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS.	20	
2.0	POE INJECTOR/ADAPTER WITH POWER & PATCH CORD.	20	
3.0	COST OF INSTALLATION, CONFIGURATION AND COMMISSION (Inclusive of cost of training as per COC Clause # 2.5)		
4.0	LICENSE COST if any		
6.0	NBT (if applicable)		
7.0	VAT (if applicable)		
8.0	Any Others (Please Specify)		
9.0	Total Value Including all the Taxes		

#	Description	Qty. Nos	Total Amount in LKR
10	COST OF ANNUAL MAINTENANCE CONTRACT: COMPREHENSIVE MAINTENANCE FOR 2 YEARS AFTER WARRANTY PERIOD FOR ACTIVE COMPONENTS		
11	NBT (if applicable)		
12	VAT (if applicable)		
13	Any Others (Please Specify)		
14	Total Value Including all the Taxes		

Bid Validity :..... (Minimum requirement - As per ITB Clause 1.12)
Delivery Period :.....(Minimum requirement - As per COC clause 2.3)
Brand Name :.....
Make :..... Model No :.....
Country of Origin :.....

(Please refer the Other Requirement in the Annexure B)

Details of the Manufacturer/Principal

Name of Manufacture:Country:.....
Manufacture/Principle Address :.....
.....
.....
Telephone :.....Facsimile :.....
E-mail :.....

Details of the Bidder

Name of Bidder :.....
Address :.....
.....
.....
Telephone :.....Facsimile :.....
E-mail :.....

Signature of the Bidder: Date:.....
(Company Seal)

ANNEXURE “B1” SCOPE OF WORK

- 1) Scope of this tender is to supply, installing, configuring, commissioning and maintaining an *Enterprise Wi-Fi Dual Radio Access Points System* to the existing network infrastructure at CPSTL.
- 2) Design the solution & Integration the devices into current network infrastructure.
 - a) Design the Wi-Fi network according to the current network IP blocks.
 - b) Design and Configure the APs and virtual controller.
 - c) Carry out the feasibility sites surveys, prepare the drawings, laying & cable route plans, Wi-Fi access points placement, etc.
 - d) Carry out wiring between the access point(s) from the respective existing “RACK / ENCLOSURE” to the AP.
 - e) Mount the Wi-Fi access point at the ideal position which was mentioned on the drawing.
- 3) Prepare the user acceptance test procedure for *Wi-Fi Dual Radio Access Points System* with the connected networks using standard UAT clauses.
- 4) Conduct post-implementation training for administrative & operational staff.
- 5) Preparation technical & operational documents relevant to the given solution.
- 6) Providing post implementation support.
- 7) Providing preventive maintenance for twice a year for first five years.

.....
Signature of the bidder

.....
Company Stamp

ANNEXURE “B2” TECHNICAL ELIGIBILITY CRITERIA & CONDITIONS

No	Description	Compliance or Agreed (Yes / No)	Deviations if any
01	The bidder should have ISO 9001:2008/2015 and ISO 27001 certification. Supporting relevant documentary proof should be enclosed.		
02	The quoted products should be of latest versions of the product range and should not be declared as at “end-of-sale” and “end of support” by the respective OEM (Original Equipment manufacturer). Undertaking to this effect must be submitted from OEM. The bidder should also submit valid letter from the OEMs confirming following:		
	Authorization for bidder to bid against this tender.		
	Undertake that the support including spares, patches, upgrades/updates, etc. for the quoted products/software’s shall be available for next 5 years from the date of successful installation & acceptance of the project.		
	It must be ensured that all active equipment shall have a lifetime of at least 5 years and passive equipment of at least 15 years		
03	The quoted product should be in the Gartner leader’s quadrant for Wired and Wireless LAN Access Infrastructure for last 5 years.		
04	Bidder should have the experience of successfully executing similar or large projects in last 5 years which is requested by this tender and must enclose relevant copies and evidences should be submitted as a proof.		
05	The bidder must have at least 02 active maintenance contracts for at least 60 wi-fi dual radio access points projects in Sri Lanka for the proposed brand.		
06	The bidder may be asked to demonstrate the quoted product(s) at a short notice of five working days during the technical evaluation. An undertaking confirming the		

	same should be submitted in this respect.		
07	<p>The bidder should give the following statement at the time of UAT signing with the authorized signature at the end of the UAT document.</p> <p><i>“All the equipment & devices are properly configured. There is no any deliberated vulnerability left in the equipment or configuration”.</i></p>		
08	All wireless equipment specifications are subject to Sri Lanka Government guidelines and any frequency/transmission power/Antenna Gain shall be in conformity with the Govt. rules & guidelines. An undertaking to this effect should be submitted by the bidder.		
09	The solution should be installed and configured by the bidder with CPSTL IT technical team.		
10	The bidder must provide standard basic level certification training which covers the operational and administration of the proposed product for CPSTL IT staff for at least 02 persons.		
11	Upon verification, evaluation / assessment, if in case any information including all documents furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected.		
12	Upon technical evaluation, if the bidder is unable to provide a sample device within the mentioned period their bid may be rejected.		
13	In a defective device replacement within the warranty period, if the model is out of manufacturer support and out of software upgrade, a newer model should be provided. The new model should be having all capabilities and performances compare to the quoted model or more than that.		
14	In case any Access point is in out of order for an extended period (usually more than 30 calendar days) during the warranty period, supplier should provide an extended comprehensive warranty by considering the outage period. During the period of warranty and AMC, when problem resolution time exceeds 24 hours from the time		

	of incident reporting, the supplier should provide backup/temporary units.		
15	Wi-Fi access point should capable of manage by a WiFi controller for future expansion.		
16	The device and firmware must be able to detect and automatically prevent all types of Rogue (unauthorized APs connected to NIA network) Aps, such as: a) APs.		
17	System must prevent a rogue AP (such as Rogue Ap on illegal channel and 802.11W) without blocking the switch port.		
18	The system must be able to detect & prevent from wireless Denial of Service (DoS) attacks.		
19	The bidder should provide the location of the AP's on floor and building plans after completion the project before UAT is signed.		
20	The bidder should provide the standard POE adapter for all ACCESS POINTS including the power cord and the ethernet cable (01-meter CAT6) should be provided.		
21	Qualified bidder is required to carry out wiring between the access point(s) from the respective "RACK / ENCLOSURE" to the AP and mount it.		
22	Cabling from network rack to the new Access Point should be performed by the bidder and the average length approximately 40 meters. IT will the total responsibility of the bidder to lay the ordered cables in PVC conduits / PVC Channels within the building.		
23	Each AP should have at least 01 Nos. of copper CAT6 Ethernet cable wiring to the rack.		

.....
Signature of the Bidder

.....
Company Stamp

ANNEXURE “B 3”: TECHNICAL SPECIFICATION AND COMPLIANCE FOR ACCESS POINTS

Item No.	Minimum Specification		Compliance to the specification (Yes / No) If “No” bidder’s response	Remarks
1.1	Brand	(Specify) Proposed product should be in the Gartner leader’s quadrant for Wired and Wireless LAN Access Infrastructure for last 5 years		
1.2	Model	(Specify)		
1.3	Country of Origin	(Specify)		
1.4	Country of Manufacture	(Specify)		
2.5	Year of manufacture	(Specify)		
2.6	Type	Indoor		
2.7	Supporting standards	Should support 802.11ac Wave 2		
2.8	Wireless Capabilities	At least 3x3 MIMO with two spatial streams, single-user and multiuser MIMO		
		MRC		
		802.11ac beam forming (transmit beam forming)		
		20-, 40-, and 80-MHz channels		
		PHY data rates up to 867 Mbps (80 MHz in 5 GHz)		

Item No.	Minimum Specification		Compliance to the specification (Yes / No) If “No” bidder’s response	Remarks
		Packet aggregation: A-MPDU (Tx/Rx),A-MSDU (Tx/Rx)		
		802.11 DFS		
		CSD support		
2.9	Integrated Antenna	at least have 3 inbuilt integrated Antennas		
		2.4 GHz gain 3 dBi, internal omni, horizontal beam width 360°		
		5 GHz gain 5 dBi, internal omni, horizontal beam width 360°		
2.10	Deployment modes	Must support Centralized deployment controlled through a Wireless controller		
		Must support standalone deployment without a controller and wireless access point should be able to act as a controller for at least 20 devices.		
		Should support a hybrid mode where signaling traffic is directed to the controller and data traffic is routed locally		
2.11	Ports	1 x 10/100/1000BASE-T autosensing (RJ-45), Power over Ethernet (PoE) Management console port (RJ-45)		
2.12	Frequency band	2.4 GHz		
		5 GHz		
2.13	Transmission power	22 dBm or higher		
2.14	Power over Ethernet (PoE)	802.3af / 802.3at		

Item No.	Minimum Specification		Compliance to the specification (Yes / No) If “No” bidder’s response	Remarks
2.15	Data rate	At least total aggregate dual-radio data rate of up to 1 Gbps		
2.16	Multiple broadcast SSID	At least 16		
2.17	Accessories	Ethernet cable		
		Wall / Ceiling mount kit		
2.18	Security Standards	802.11i, Wi-Fi Protected Access 2 (WPA2), WPA		
		802.1X		
		Advanced Encryption Standard (AES)		
		EAP-Transport Layer Security (TLS)		
		EAP-Tunneled TLS (TTLS) or Microsoft Challenge Handshake Authentication Protocol Version 2 (MSCHAPv2)		
		Protected EAP (PEAP) v0 or EAP-MSCHAPv2		
		EAP-Flexible Authentication via Secure Tunneling (FAST)		
		PEAP v1 or EAP-Generic Token Card (GTC)		
		EAP-Subscriber Identity Module (SIM)		
2.19	Management	Standalone secure web based, SSH Centrally management.		
2.20	Mounting option	Wall / Ceiling mounting required with the mounting bracket		
2.21	Operating system	(Specify)		

Item No.	Minimum Specification		Compliance to the specification (Yes / No) If “No” bidder’s response	Remarks
2.22	Hardware reset button	Required		
2.23	Dimension (W x D x H)	(Specify)		
2.24	Weight	(Specify)		
2.25	Power supply	POE Adapter should be provided Bidder should provide standard power adapter of same product or brand.		
2.26	Standard compliance & certifications	UL 60950-1		
		UL 2043		
		IEC 60950-1		
2.27	SNMP	Wi-Fi AP device should support SNMP v1, v2c, v3		
2.28	VLANs	Should have the ability to set Trunk Ports on access points and VLANs		

**ANNEXURE “B 4”: TECHNICAL SPECIFICATION AND COMPLIANCE
FOR INTEGRATED VIRTUAL CONTROLLER.**

No	Specification / Requirement	Compliance to the specification (Yes / No)	Remarks
1.0	The management controller should be an inbuild one can manage at least 20 access points without a centralized management controller.		
2.0	Automatic Failover between APs (If any case the active controller is not working another node (AP) should take over the management and this failover should be performed automatically.)		
3.0	The controller should support wireless client association analytics logs which should record client MAC address, Ap connected to, data transfer, data rate, session etc.		
4.0	Solution should have role-based admin rights.		
5.0	Solution should support Captive portal		
6.0	Solution should support RADIUS, Active Directory and LDAP based authentication for both Corporate as well as Guest Clients		
7.0	The system must provide a device summary (for APs, and clients) report per location		
8.0	The solution should have built-inperformancemonitoring and Wi-Fi Analytics		
9.0	The controller and Wi-Fi AP devices management should support command line (ssh / telnet) and as well as web based (https) administration 4.10		

ANNEXURE “B 5”: DISTRIBUTION OF ACCESS POINTS

No	Location	Device count
01	Chairman board room	01
02	Chairman & MD room	01
03	Medical center	01
04	Auditorium at training function	01
05	IT training room & technical area	01
06	IT conference room	01
07	HR function near the meeting room	01
08	Meeting room at premises & engineering	01
09	Engineering works near meeting room	01
10	Procurement Section	01
11	Payments Section	01
12	Investigation Section	01
13	Fire & safety building	01
14	Internal audit Section	01
15	Medical center	01
16	Transport Office	01
17	First Barrier	01
18	Distribution Office	01
19	Backup devices for immediate use for any disaster in any location in CPSTL	02

ANNEXURE “B6”: SPECIFICATION OF THE UTP CABLES

Description		Bidder Response
1. UTP PATCH CORD		
1.1	CAT 6 UTP (Unshielded twisted pair cabling system)	
1.2	Factory Fitted Patch Cord	
1.3	TIA/EIA 568B Standard	
1.4	24 AWG gauge	
1.5	Length – 1 M	
1.6	Gigabit Ethernet	
2. UTP CABLES		
2.1	CAT 6 UTP (Unshielded twisted pair cabling system)	
2.2	TIA/EIA 568B Standard	
2.3	24 AWG gauge	
2.4	Gigabit Ethernet	
2.5	Standard designed UTP jack	

ANNEXURE “B7”: BILL OF ITEMS TO BE PROVIDED

Bill of materials included is given below.

Number	Description / Material	Quantity
01	Wi-Fi dual radio access points	20
02	POE adapters with power Cord	20
03	One (01) meter CAT6 patch cord between existing network switch to POE adapter.	20
04	UTP CAT 6 cables+ PVC required	
05	Catalogs & user manuals	
06	Mounting brackets & other required materials for mounting the Access Point.	

ANNEXURE “C”: FORM OF BID

The Chairman
Ministry Procurement Committee
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa, Wellampitiya
Sri Lanka.

Dear Sir,

**BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSION AND MAINTANENCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED.
TENDER NO KPR/66/2018**

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **Supply, Installation, Configuration, Commission and Maintenance of Enterprise Wi-Fi Access Points at Ceylon Petroleum Storage Terminals Limited**– Tender Ref No: KPR/66/2018 referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4 The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid **minimum until***(minimum requirement as per ITB 1.12)*. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance security guarantee (in case of a bank guarantee) contained in **Annexure “E”** and confirm our compliance with the said performance security in the event of award of bid.

A-8 I/We affirm that the said items will be delivered withinweeks (**minimum requirement as per COC 2.3**) from the date of establishment of the Letter of Credit.

A-9 If our bid is accepted, we commit to accept the COC clause 2.2; Mode of payment.

A-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Ministry Procurement Committee.

A-11 I/We offer the total price of[insert total foreign currency price in figures][insert total foreign currency price in words] and[insert total LKR price in words exclusive VAT] and[insert total LKR price in words inclusive VAT] for the **Supply, Installation, Configuration, Commission and Maintenance of Enterprise Wi-Fi Access Points at Ceylon Petroleum Storage Terminals Limited** as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices **ANNEXURE- A**.

Dated this day of2018[insert date of signing].

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

Signature:.....
[insert signature of the person whose name and capacity are shown]

in the capacity of.....
[insert legal capacity of the person signing the Form of Bid]

duly authorized to sign bids for and on behalf of
[insert complete name of the bidder]

Address :
.....
.....

(Common Company Seal)

Witnesses:

1. Signature: 2. Signature:

Name: Name:.....

.....

Address : Address:

.....

.....

.....

.....

ANNEXURE “D”: FORM OF BOND

BOND NUMBER :.....

DATE :.....

SUM GUARANTEED :.....

BENEFICIARY :**CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

The Chairman,
 Department Procurement Committee,
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
 Oil Installation, Procurement Function,
 01st Floor, New Building,
 Kolonnawa,
 Wellampitiya,
 Sri Lanka.

Dear Sir,

By this Bond we.....
 (hereinafter called “the Tenderer”) and we
(name of Bank or insurance
 company) whose registered office is at
(hereinafter
 called “the Surety”) are held and firmly bound into
(hereinafter called “the Authority”) in
 the sum offor the payment of which sum the Tenderer and
 the Surety bind themselves their successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Tenderer and other persons to complete tenders in similar terms for the tender to.....and works associated (hereinafter called “the Tender”) in accordance with such invitation, the Bond shall provide security to the Authority that the Tenderer will honour certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are:

- (a) that it shall remain in full force and effect until the earliest of
 - (i), or any prolongation of such date above notified to the Authority by the Tenderer and the Surety in writing,

- (ii) In the event of the Tender by the Authority, the date upon which the Tender provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
 - (iii) In the event of acceptance of the Authority of a tender for the work from a third party the date upon which such third party provides the relevant performance security.
- (b) Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand from the Authority stating that
- (i) the Tenderer has withdrawn his Tender during the Tender period, or
 - (ii) the Tenderer has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Tender.

No alteration in the terms of the Tenderer, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, nor any objection from the tenderer shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Tenderer.

This Bond shall be governed by the laws of Sri Lanka.

I executed as a Date this () day of () 2017 ()

For and on behalf of the Tenderer.....for and on behalf of the Surety.....

Signed by..... Signed by.....

In the capacity of.....In the capacity of

And by.....And by.....

In the capacity of.....In the capacity of

Seal (where applicable)

Seal (where applicable)

ANNEXURE “E”: FORM OF PERFORMANCE BOND

BOND NUMBER :.....
DATE :.....
SUM GUARANTEED :.....
BENEFICIARY : **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

The Chairman,
Department Procurement Committee,
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Oil Installation, Procurement Function,
01st Floor, New Building,
Kolonnawa,
Wellampitiya,
Sri Lanka.

Dear Sir,

Whereas.....
..... (name and address of contractor) Thereinafter called “the contractor” has undertaken ,in pursuance of contract no.....dated..... to executes.....(name of contract) thereinafter called “the contract”.

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

And whereas we have agreed to give Contractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of(amount of

Guarantee).....(amount in words),such sum being payable in the type and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other medication of terms of the contract or of the works to be performed there under or of any of the contract document which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice or any such change, addition or modification.

This Guarantee shall be valid **for a period not less than Three hundred and sixty five (365) days from the date of acceptance** of the tender for

.....
.....

Signature and Seal of the Guarantor :.....

Name of the Bank :.....

Address of the Bank :.....

Date :.....

Witness :

01.
.....

02.
.....

ANNEXURE “F”: FORMAT OF MANUFACTURER’S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date:

Tender No.:

To: Chairman – Department Procurement Committee
Ceylon Petroleum Storage Terminals Limited.

WHEREAS

We.....[insert complete name of
Manufacturer],who are official manufacturers of
.....[insert type of goods
manufactured], having factories at
.....
.....[i
nsert full address of Manufacturer’s factories], do hereby authorize
.....
.....[insert complete name of Bidder]
to submit a bid for the purpose of which is to provide the following Goods, manufactured by us
..... [insert name and or brief
description of the Goods], and to subsequently negotiate and sign the Contract. We hereby
confirm goods offered are in good condition & conforming to the specifications as mentioned in

ANNEXURE - B and extend our full guarantee and warranty in accordance with following conditions,

1. The supplier warrants that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. The supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. The purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
4. Upon receipt of such notice, the Supplier shall, within the period specified in the Form of Details Required, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
5. If having been notified, the Supplier fails to remedy the defect within the period specified in the Form of Details Required, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

.....

Signature of authorized representative of the Manufacturer

Company Address:

.....

.....

.....

Company Stamp

Title:

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Date:.....

ANNEXURE “G”: FORM OF DETAILS REQUIRED

1. Details of the Manufacturer

- 1.1 Name :
- 1.2 Place of Business :
- 1.3 Country :
- 1.4 Telephone :
- 1.5 Fax :
- 1.6 E – mail :
- 1.7 Name of person to contact :
- 1.8 Details of Principal/ export agent:

2. Details of the Bidder/Representative

- 2.1 Company :
- 2.2 Business Registration No :
- 2.3 Place of Business :
- 2.4 Telephone :
- 2.5 Fax :
- 2.6 E – mail :
- 2.7 Name of person to contact :

2.8 Company Background :

2.9 Authority of Bidder/Representative

Possess a letter of Authority : Yes / No
Possess a Power of Attorney : Yes / No

(At the time of the acceptance of the Bid)

2.10 Details of after sales/maintenance Services :

2.11 Details of Service Agreement / Annual Maintenance Contract :

3. Details of the Equipment

3.1 Brand Name :

3.2 Model :

3.3 Power :

3.4 Frequency (If any) :

3.5 Country of origin :

3.6 Product literature /catalogues : (in English) Available / Not available
(If not provided offer will not be considered for evaluation)

3.7 Type : Proven type / Not a proto type
(Should provide supportive documents)

3.8 Whether equipment is : User friendly / Not user friendly

3.9 If user friendly, what are the important features:

3.10 Whether equipment is :Environmentally friendly/Not environmentally friendly

3.11 If environmentally friendly, what are the important features:

3.12 Important Safety Features of equipment:

3.13 Period of warranty : (Minimum 03Years)

3.14 Conditions of warranty :

4. No of years of experience in supplying quoted equipment:

5. List of users of the quoted equipment (supplied for the past 3 years)
(Please do not provide irrelevant details).

	USER I	USER II	USER III
Company/ Organization			
Address			

Phone No.			
Fax No.			
E-Mail			
Contact Person			

6. Service facilities available in Sri Lanka /nearest to Sri Lanka :

7. Capacity of service personnel:

8. Mode of training at the time of dispatch/ commissioning :

9. Details of calibration and/or verification :

12. You may provide any other Information / Details/ Advantages / Special Features about quoted equipment.

***Please note:** - If the provided space is not sufficient, you may add details separately with the relevant serial number.

.....

Signature of the Bidder

Company Stamp

ANNEXURE “H”: FORM OF COMPLIANCE / DEVIATIONS SHEET

S/No	Specification / Condition	Complied	Deviations if any
1.	Bid-Security Guarantee as per Annexure “D”		
2.	All costs indicated (separately) in the Given Annexure “A”		
3.	Minimum Offer Validity (As per ITB 1.12)		
4.	Schedule of Prices (Annexure “A) Duly Filled Stamped, Signed & Forwarded		
5.	Agreed with Payment Terms & Other Requirements		
6.	Agreed with Delivery conditions per COC Clause No. 2.3		
7.	Manufacturer of Authorization as per ITB Clause No. 1.11		
8.	Format of Manufacturer’s Authorization as per Annexure “F”		
9.	Scope of Work and Technical Specifications & Other Conditions as Annexure “B”		
10.	Dully filled Hardware Specification Sheet in the Annexure B		
11.	Agreed with Liquidity Damage on Delayed Delivery per COC Clause No. 2.7		
12.	Literature / Catalogues & Other Technical Data Given		
13.	Name of the Manufacturer/Principle etc. given in the Annexure “A”		
14.	Country of Origin, Country of Assembled Given in the Annexure “A”		
15.	Contact Details of Principal/Manufacturer (if any)		
16.	If Relevant, VAT Registration No. Given		
17.	Deviations from Specifications, terms & conditions, if any, indicated		
18.	Documentary proof for recent supplies made to customers in similar magnitude Given		
19.	Form of Bid submitted as per ITB Clause No. 1.14 Given Annexure “C”		
22.	Compliance with Performance Guarantee as per COC Clause No. 2.1		
23.	Copy of Business registration as per ITB Clause 1.10		
24.	Signature Authorization letter		
25.	Other Deviation, if any		
26.	Comply with the Terms of Warranty as per COC Clause No 2.4		
27.	Details of Annual Maintenance Contract		
28.	Agreed with Mode of Payment as per COC Clause No 2.2		
29.	Standard Training Details for the quoted device including the common name of the training program, Syllabus, delivery method and duration.		

Please mark “√” if complied with the tender requirement or mark “X” if there is any deviation and indicate the deviation in the cage provided.

.....

Signature of the Bidder

Company Stamp

ANNEXURE “I”: FORM OF AGREEMENT

FORM OF AGREEMENT

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* **BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSIONED AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED** – PUBLIC TENDER NO: KPR/66/2018.

This contract agreement is made and entered into this ... day of 2017 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and *[insert complete name of the supplier]*, having its registered office at *[insert address of the supplier]* and their authorized agent, *[insert complete name and address of the authorized agent]* (hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for certain goods and ancillary services, viz., **BID FOR THE SUPPLY, INSTALLATION, CONFIGURATION, COMMISSIONED AND MAINTENANCE OF ENTERPRISE WI-FI DUAL RADIO ACCESS POINTS AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED** – PUBLIC TENDER NO: KPR/66/2018 (hereinafter called and referred to as “the Contract”) and has accepted a bid by the Supplier for the supply of such Contract in the sum of *[insert total foreign currency price in words and figures]* + *[insert SL Rs price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Supplier agree as follows;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s Scope of Work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this contract agreement.
 - Letter of acceptance dated *[insert the date of the letter of acceptance]*
 - The bid dated *[insert the date of the bid]*
 - The technical specifications of the bid
 - The terms & conditions of the bid

- The completed schedules of the bid
- The supplier's proposals and original Price Schedule

3. In consideration of the payments to be made by the CPSTL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the CPSTL to execute and complete the Contract and remedy any defects therein, fit for purpose in conformity in all respects according to the provisions of the Contract.
4. The CPSTL hereby covenants to pay the Supplier in consideration of the provision of the Contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail or by fax address in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnwa, Wellampitiya and in the case of Supplier, to the *[insert complete address of the supplier]* and/or to the *[insert complete address of the authorized agent]*.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year aforementioned.

For and on behalf of the Supplier

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Supplier

Authorized Signature of CPSTL

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

1. Name & NIC No : 2. Name & NIC No:

Signature : Signature :

Address : Address :