

CEYLON PETROLEUM STORAGE TERMINALS LIMITED



NATIONAL COMPETITIVE BIDDING

BIDDING DOCUMENT

**SUPPLY, INSTALLATION, COMMISSIONING,
MAINTENANCE FOR UPGRADING EXISTING INTERNAL
FIREWALL SYSTEM OF CPSTL**

KPR/41/2023

*INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT &
TECHNICAL SPECIFICATIONS*

THE CHAIRMAN
DEPARTMENT PROCUREMENT COMMITTEE (MAJOR)
C/O PROCUREMENT FUNCTION
CEYLON PETROLEUM STORAGE TERMINALS LTD
1ST FLOOR, NEW BUILDING
OIL INSTALLATION
KOLONNAWA, WELLAMPITIYA
SRI LANKA

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INVITATION FOR BIDS (IFB)
CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)
SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR
UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL
BID NO: KPR/41/2023

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from Manufacturers or their Authorized Export Agents abroad or Authorized Local Agents in Sri Lanka for the above procurement.

Bidding will be conducted through National Competitive Bidding procedure.

Interested parties may refer the bidding document (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and the original Bidding Document could be obtained from the undersigned on submission of a written request, during working days from **0900 hrs. to 1400 hrs. from 14.09.2023 till 04.10.2023**, upon payment of a non-refundable Bidding Document fee of **Sri Lankan Rupees Fifteen Thousand (LKR 15,000.00)** for each.

Duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 05.10.2023**.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled original bidding documents in **PDF** format via email to tenders@cpstl.lk to reach on or before **1400 hrs. on 05.10.2023**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement within a week, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. 05.10.2023 and will be opened immediately thereafter at the office of Manager (Procurement). Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

Bid shall be valid until **04.01.2024**.

All bids must be accompanied by a bid security of Sri Lanka Rupees Six hundred thousand (LKR 600,000), which shall be valid until **01.02.2024**

Any of the interested parties who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million** (LKR 5,000,000).

further details and clarifications (if any) shall be sought from the Manager Procurement on **Tel: 011-2572156/ 011- 2547238, Fax: 011-2074299, E-mail: procure@cpstl.lk**.

The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function, 01st Floor, New Building
Kolonnawa, Wellampitiya,

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INSTRUCTION TO BIDDERS (ITB)

1.0 INSTRUCTION TO BIDDERS (ITB)

1.1 INTRODUCTION

Ceylon Petroleum Storage Terminals Limited (CPSTL) is a public enterprise established in 2003 as a common user facility for petroleum marketing companies to provide infrastructure facilities for Storage and Distribution activities in downstream petroleum industry in Sri Lanka.

CPSTL provides MIS services such as SAP ERP system to CPSTL, Ceylon Petroleum Corporation (CPC) and Lanka Indian Oil Corporation (LIOC), and in-house developed applications to CPSTL & CPC.

The Chairman, Department Procurement Committee (DPC), on behalf of the Ceylon Petroleum Storage Terminals Ltd (CPSTL), Kolonnawa, will receive sealed Bids from reputed manufacturers or their authorized local agents for **SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** conforming to the Terms & Technical Specifications indicated in Annexures and Terms & Conditions given under the Instructions to Bidders. CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.4 of the Conditions of Contract of this bidding document.

Additional services provided by the bidder not covered in this bidding document, shall be stated clearly. If no exceptions are stated, the Department Procurement Committee (DPC) would assume that bidder conforms to most stringent conditions of the bidding document.

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

Bids that do not conform to "Invitation to Bid" will be rejected.

1.2 SCOPE OF WORK (SOW)

The scope of work under this project includes the following.

- a. The bidder must **quote Firewalls meeting the stipulated specifications and the associated security software subscriptions.**
- b. Commercial scale Server Virtualization solution should be provided meeting the mentioned technical specifications without any deviation. Evidence of meeting the technical specifications should be provided by way of accurate page referencing of the related technical literature.
- c. **Complete Firewall installation inclusive of SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** and migration with all related product licenses and as per the specifications in collaboration with CPSTL IT team should be carried out by the bidder.

- d. Complete Firewall management and security log analyzing system inclusive of supply, installation and configuration with all related hardware, product licenses and as per the specifications in collaboration with CPSTL IT team should be carried out by the bidder.
- e. All latest stable hot fix should be applied on proposed Firewalls and Network Switches.
- f. Should provide **license, comprehensive maintenance, administration, security, monitoring and local 24x7 support service** for five (05) years of operation inclusive of manufacturer's warranty for all hardware & software. The bidder shall submit the draft maintenance agreement along with the bid for five years.
- g. Preparation the procedure of User Acceptance Test (**UAT**) with including the main configurations.
- h. Carrying out User Acceptance Test (**UAT**) jointly by the bidder and the CPSTL IT team.
- i. Preparation of technical & operational documents relevant to the implemented solution.
- j. Provide ongoing updates, upgrades/new version for the software components during the warranty and maintenance period and install updates to the latest stable version announced by the OEM.

1.3 ELIGIBILITY CRITERIA (QUALIFICATION INFORMATION)

The bidder should comply to all qualification mentioned listed under the eligibility criteria for the tender according to the list given below and same should be submit as per the Annexure “B” with the authorized signature,

- a) The bidder should be a registered corporate in Sri Lanka under the companies Act No 7 of 2007
- b) The bidder should have experience in the IT Infrastructure services for a minimum period of 10 years for the same magnitude. A proof should be attached. Documentary evidence shall be produced to this effect.
- c) The bidder should be supported by an established OEM support channel for all equipment’s provided under this project and manufacturer’s Authorization Form (MAF) for the quoted product should be included in the bid. Failing to do so would result in the submission being treated as non-responsive.
- d) Bidder should have not been blacklisted by any government institution during the past 10 years. (If yes, provide details as attachment if need to review)
- e) Implementation of at least 01 (one) ICT infrastructure project valued over LKR 50 million consisting of a Next Generation Firewall system at Government sector organization or private sector in the country (as per the eligibility criteria in ITB). Documentary evidence including copies of purchase orders to be submitted.
- f) The bidder should have at least LKR. 50 million annual averages turn over for last three years. (Audited financial report for the year 2022,2021 and 2020 should be submitted with the bid submission)
- g) The assigned technical team should consist of at least two product certified engineers for the quoted firewall platform (details of their CVs should be provided along with including EPF/ETF documentation and the other proof documents should be included with the bid)
- h) The bidder should have valid Telecommunication Regulatory Commission (TRC) vendor license (copy of the vendor certificate should be submitted with the bid submission).
- i) Complete project plan should be provided for the installation, commissioning, user acceptance testing and handover considering a project delivery timeline of 3 months.
- j) Complete 24x7 helpdesk and support services escalation procedure should be provided.

1.4 DOCUMENTS & DETAILS TO ACCOMPANY BID

Bidding documents consist of the following.

1. INVITATION FOR BIDS
2. INSTRUCTIONS TO BIDDERS (ITB)
3. CONDITIONS OF CONTRACT (COC)
4. SCHEDULE OF PRICES - ANNEXURE "A"
5. ELIGIBILITY CRITERIA - ANNEXURE "B"
6. SPECIFICATIONS - ANNEXURE "C"
7. COMPANY PROFILE - ANNEXURE "D"
8. DETAILS OF 01 SIMILAR/MAJOR PROJECTS - ANNEXURE "E"
9. FORM OF BID SECURITY - ANNEXURE "F"
10. FORM OF PERFORMANCE SECURITY - ANNEXURE "G"
11. FORM OF BID - ANNEXURE "H"
12. SIGNATURE AUTHORIZATION LETTER - ANNEXURE "I"
13. MANUFACTURER'S AUTHORIZATION - ANNEXURE "J"
14. FORM OF AGREEMENT - ANNEXURE "K"
15. COMPLIANCE/DEVIATIONS SHEET - ANNEXURE "L"

The bidder is not permitted to do any alterations in the bidding document in any form whatsoever. Any such alterations in the bidding document by the bidder may be liable for disqualification.

1.5 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days between **0900 hrs. and 1400 hrs. up to 04.10.2023** upon payment of a non-refundable bidding document fee of **Sri Lanka Rupees Fifteen Thousand (LKR 15,000.00)** per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

1.6 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Authorized agent in Sri Lanka represents the manufacturer/manufacturer authorized export agent abroad, shall register himself with the Registrar of Companies and shall produce a valid copy of

the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

Any person who act as an agent or sub-agent, representative or nominee for or on behalf of a manufacturer/principal supplier, shall register himself and the contract as per Public Contracts Act, No 23 of 1987 for every public contract exceeding Five million Sri Lanka Rupees (**LKR 5,000,000.00**). The Certificate of Registration (**FORM PCA 03**) issues by the Registrar of Public Contracts of Sri Lanka in term of section 11 of the said Act shall be submitted along with the bid, only if the total value exceeding Five million Sri Lanka Rupees (**LKR 5,000,000.00**).

1.7 DOCUMENTS AND DETAILS TO ACCOMPANY BID

All bids shall contain adequate particulars in respect of the items offered. Bidders must furnish all the required documents/details given below for evaluation purposes and failure to furnish the required documents and details requested under **Section I & II** along with the bid may result in the bid being rejected.

Section I: Preliminary Documents

1. **Public Contract Registration** (Certificate PCA-03) - as per ITB clause 1.6 (*if applicable*).
2. **Signature Authorization Letter** - Annexure "I" as per ITB clause 1.9.
3. **Bid Security** – as per ITB clause 1.18.
4. **Manufacturer's Authorization Letter** - Annexure "J" - as per ITB clause 1.19.
5. Duly completed & signed **Schedule of Prices** - Annexure "A" - as per ITB clause 1.20.
6. Duly completed & signed **Form of Bid** - Annexure "H" as per ITB clause 1.21.

Section II: Other Documents

7. Cost breakdown table for each item separately as per the format in 3.1.1 in Annexure "A".
8. Detailed profile of the manufacturer and Country of Manufacture of the product.
9. Detailed profile of the authorized local agent.
10. Completed Compliance/Deviations sheet - Annexure "L".
11. CVs of the professionals.
12. All other details and documentary requirements as requested under this bid.
13. Details about training
14. Specifications - Annexure "C"
15. Company profile - Annexure "D"
16. Details of 02 similar/ major projects - Annexure "D"

All documentation/correspondence/catalogs/literature shall be furnished in English language.

All providing documents and attachments should include to the table of contents and should provide the reference with page numbers.

1.8 SEALING, MARKING & SUBMISSION OF BID

Bids shall be submitted in duplicates as per the conditions specified in this bidding document. The original & duplicate copy of the bid shall be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. In the event of any discrepancy between the original and duplicate, the original shall govern. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked “SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL - KPR/41/2023 – CLOSING DATE: 05.10. 2023” on the top left-hand corner & the Bidder’s name & address on the bottom left-hand corner, and addressed to,

The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Kolonnawa, Wellampitiya

If the outer envelope is not sealed and marked as required above, CPSTL will assume no responsibility for the bid being misplaced or premature opening.

A local firm acting as authorized agent for more than one manufacturer or authorized export agent abroad, shall get each of his principal’s authority to represents on their behalf and bid on separate sets of bidding documents purchased from CPSTL for such purpose with separate bid securities.

In addition to above requirement, the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

Bids submissions through emails are not entertained. However, only the clarifications can be made through email address procure@cpstl.lk.

Each envelope shall contain the hard copy and the soft copy of the bid. The soft copy shall be in the form of CD/DVD.

Alternative offers shall not be considered. The bidders are advised not to quote different options

If any attachment provided with bid, the indication/reference with page number should be mentioned

1.9 SIGNATURE AUTHORIZATION

Bidders shall incorporate a **Signature Authorization Letter** along with their bids, which is authorizing a person 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 Proprietor/Partner(s)/Director(s) of the company and the person 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.

Format of Signature Authorization Letter - Annexure "I" is attached.

Failure to submit the Signature Authorization Letter at the time, or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

1.10 FORMAT & SIGNING OF BID

Bidders shall prepare an original and a duplicate of the bid specified above, clearly marking as, **"SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL – CLOSING DATE: 05.10.2023"**, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

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 initialled by the person signing the bid.

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

1.11 AMENDMENTS/ CLARIFICATIONS OF BIDDING DOCUMENT

The Chairman, DPC reserves the right to issue amendments to the bidding document if and when deemed necessary up to seven (07) days prior to the deadline for submission of bids.

A prospective bidder requiring any clarification regarding the provisions or terminology of the bidding document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.8 or by email to procure@cpstl.lk, not later than ten (10)

days prior to the closing date of tender given in ITB clause 1.13. Similarly if a bidder feels that any important provision is unacceptable, such objection shall be raised at this stage.

The CPSTL will respond in writing by post and/or by email to any such request for clarifications, modifications, objections or complaints that are received not later than fourteen (14) days prior to the closing date of tender prescribed by the DPC. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected bidding documents, including description of the inquiry but without identifying its source, within seven (07) days prior to the closing of the bid.

Questions and answers will not form part of the bidding document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the bidding document, and then an addendum will be issued in accordance with the above procedure.

All correspondence shall be addressed to the mailing address or email address which are indicated above and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

Where a bidder has not sought any clarifications/information such bidder shall be deemed to have accepted the bidding document in full.

1.12 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

Bidders may modify, substitute or withdraw their bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the CPSTL, prior to the deadline prescribed for bid submission.

Bid modifications or substitutions shall be prepared, sealed, marked and despatched as follows:

The bidder shall provide an original and a duplicate, as specified in the ITB clause 1.10, of any modification or substitution to his 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** - "**SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL " - KPR/41/2023 – CLOSING DATE: 05.10.2023"**".

Bidders wishing to withdraw their bids shall notify the CPSTL in writing prior the deadline prescribed for the submission of bids. The notice of withdrawal shall bear the name of the tender and the words "**BID WITHDRAWAL NOTICE**".

Bid modifications, substitutions and withdrawal notices shall be sent **to reach** the address, which is indicated in ITB Clause 1.12, not later than the deadline for submission of bids.

A withdrawal notice may be sent by email to procure@cpstl.lk, but must be followed by the original, by post or by hand **to reach** the address, not later than the deadline for submission of bids.

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.

1.13 CLOSING OF BIDS

Bids enclosed, sealed, marked & addressed as aforesaid shall be sent by courier or registered post or sealed cover **to reach**,

The Chairman
Department Procurement Committee
C/o Manager Procurement
Procurement Function
01st Floor, New Building
Ceylon Petroleum Storage Terminals Limited
Kolonnawa, Wellampitiya.

not later than 1400 hrs. Sri Lanka local time on 05.10.2023 or could deposit in the tender box kept at the above address.

Bids will be closed at 1400 hrs. Sri Lanka local time on 05.10.2023.

1.14 DEADLINE FOR SUBMISSION OF BIDS

The Chairman, DPC must receive bids at the address specified under ITB Clause 1.13 not later than the time and date stipulated. The Chairman, DPC may at his discretion, extend this deadline for submission of bids, by amending the bidding documents, in which case all rights and obligations of the CPSTL and the bidders will thereafter be subjected to the deadline as extended.

1.15 LATE BIDS

Any bid received after the deadline for submission of bid will be rejected and returned unopened to the bidder.

1.16 OPENING OF BIDS

Bids will be opened immediately after the closing date and time fixed for receipt of bids at,

The office of Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Oil Installation
Kolonnawa, Wellampitiya.

or such other place as arranged if the Manager Procurement's Office is not available.

The Bid Opening Committee (BOC) as appointed by the DPC, will open the bids in the presence of the authorized representatives of the bidders, who choose to attend at the time on the date and at the opening place specified above. Authorized representatives of the bidders so attending shall sign a register as proof of their attendance. Name of the bidders, bid prices, discounts, presence or absence of the requisite bid securities, and any other relevant information, which the BOC at its discretion, may consider to be appropriate, will be announced, at the opening.

1.17 **MINIMUM VALIDITY PERIOD OF BIDS**

All bids shall necessarily be valid for acceptance **minimum until 04.01.2024**. Bidders shall however, clearly indicate the maximum period that their bids would be valid. **A bid valid for a shorter period shall be rejected by the DPC as non-responsive.**

All prices indicated in the schedule of prices; Annexure "A" shall be firm & shall not be subject to any price variation within the period of validity stated above.

In exceptional circumstance, prior to the expiration of the bid validity period, CPSTL may request bidders to extend the period of validity of their bids for a specified additional period.

The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid but will be required to extend the validity of the bid and the validity of the bid security for the period of the extension, and in compliance with ITB Clause 1.18 in all respects. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

On acceptance of the offer within the period of validity of the bid, the validity period shall be extended by another fourteen (14) days for purposes of issuing of Purchase Order and other required documentation.

Bids that do not comply with the above requirements will be rejected as non-responsive.

1.18 **BID SECURITY**

Each bid shall 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,

- i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka, or
- ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka, or
- iii) in the form of a bank guarantee issued by a reputed foreign bank with the bank guarantee confirmed by a recognized commercial bank operating in Sri Lanka

(The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka)

and payable to CPSTL on demand, for a **minimum sum of Sri Lanka Rupees Six hundred thousand (LKR 600,000.00)**, or

- iv) in the form of a cash deposit to the CPSTL Cashier for a **minimum sum of Sri Lanka Rupees Six hundred thousand (LKR 600,000.00)**.

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 01.02.2024**.

In case of a bank guarantee, it shall be furnished without a substantial departure to the format given in Annexure “F”.

In case of the authorized agent in Sri Lanka arrange and submits a bank guarantee as the bid security, on behalf of the principal supplier (if the bidder is manufacturer or his authorized export agent abroad), both names of the authorized agent in Sri Lanka & the principal abroad shall appear in the bank guarantee.

Failure to submit the bid security at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided (in case of bank guarantee) will result in the bid being rejected.

In exceptional circumstance, prior to expiry of the period of validity of the bid, CPSTL may request from the bidders to extend the period of validity of their bid securities for a specified additional period as described in ITB clause 1.18. If a bidder does not agree for an unconditional extension of the validity of his bid, his bid shall be rejected without forfeiting the bid security.

Bid securities of the unsuccessful bidders will be returned to them only after the award is made to the successful bidder. The bid security of the successful bidder will be returned only after receipt of the performance security.

1.19 LETTER OF MANUFACTURER'S AUTHORIZATION

Bids from the authorized agents representing manufacturers, will not be considered unless they hold the **Letter of Manufacturer's Authorization from the manufacturers, empowering the authorized agent to bid on their behalf, to enter into a valid contract on behalf of them and to fulfil all the terms and conditions of the contract, in the event of the bid being awarded.**

Format of Manufacturer's Authorization - Annexure "J" is attached.

In the event that the bidder is the manufacturer, the Letter of Manufacturer's Authorization is not required. However, he shall issue a Letter of Authorization to the authorized agent in Sri Lanka.

In the event that the bidder is the manufacturer authorized export agent abroad, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "J" from the manufacturer. Also, he shall issue a Letter of Authorization to the authorized agent in Sri Lanka.

In the event that the bidder is the authorized agent in Sri Lanka, he shall furnish the Letter of Manufacturer's Authorization as per the format Annexure "J" from the manufacturer **for all appliances**. Also he shall submit a Letter of Authorization from the manufacturer authorized export agent abroad, (*if applicable*).

In case of an order, the agreement will be signed/ Purchase Order will be placed with the authorized agent in Sri Lanka.

Failure to submit the Manufacturer's Authorization at the time, or before the closing of the bids, and in accordance with the above said requirements will result in the bid being rejected.

Nomination of an agent after the submission of bid will not be valid and the name of the declared principal/beneficiary will not be changed at any time.

The letter of manufacturer authorization for each and every other supporting devices such as switches, servers, etc., should be provided along with the bid.

1.20 SCHEDULE OF PRICES

Offered Prices shall be in the form of Schedule of Prices - **Annexure “A”** given in the bidding document and the bidder is required to duly sign and return the same.

(Price break down are required for other item marked (*) in the Schedule of Prices - Annexure “A” shall be submitted separately and shall be provided along with the bid)

Bids not submitted on the prescribed form and in the manner required are liable for rejection.

Five-year total value as per the Annexure “A”, will be consider for the financial evaluation.

1.21 DECLARATION (FORM OF BID)

Bidders shall declare that they had read the conditions and that they make the bid 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.

Bidders shall submit dully filled & signed **Form of Bid, Annexure “H”** along with the bid.

Failure to submit the duly filled & signed Form of Bid along with the bid at or before the closing time and date of the Tender and in accordance with above said requirements and in the formats provided, shall result in the bid being rejected.

1.22 PRELIMINARY EXAMINATION OF BIDS

The Technical Evaluation Committee (TEC) on behalf of the DPC, will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may, at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within short period from the clarifications and no change in the price or substance of the bid shall be sought, offered or permitted.

Bidders shall promptly response to any query raised by CPSTL by Fax/Email on the bid made by them at the evaluation stage of bids. Failure to response for these queries will be subject to rejection of bid.

1.23 CORRECTION 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 unit price and the line item total, resulting from multiplying the unit price by the quantity, the unit price as quoted shall prevail and the line item total shall be corrected, unless in the opinion of the DPC there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern, and the unit price shall be corrected.
- b) Where 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.
- c) Where the discrepancy is between words & figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.
- d) 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 bid. If the bidder does not accept the corrected amount of bid, his bid will be rejected.
- e) If the bidder does not accept the correction of errors, his bid shall be disqualified, and his bid security may be forfeited.

1.24 EVALUATION OF BIDS

- a) All offers received will be examined to determine the eligibility of bidders responded with the eligibility criteria mentioned and substantial responsiveness of bids received.
- b) A substantially responsive bid is one which conforms to the terms for 05 years cost, conditions and specifications of the bidding document. Incomplete bids will be rejected.
- c) The Bidders shall be allowed to quote only in two Currencies in Sri Lanka Rupees and United stated Doller (USD). For evaluation and comparison of Bids quoted in USD will be converted to LKR considering middle exchange rate published by Central Bank of Sri Lanka on the closing date of Bids.

- d) Only the bids determined to be substantially responsive will be evaluated and compared.
Award will be made to the lowest responsive evaluated bid.
- e) Bids for part supply of items may be rejected depending on the nature of the requirement.

1.25 POWER TO ACCEPT OR REJECT BIDS

The DPC will not be bound to make the award to the bidder submitting the lowest bid.

The DPC reserves the right to reject any or all bids, or any part thereof without assessing any reasons.

1.26 AWARDING CRITERIA

Subject to ITB clauses 1.25, 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.

1.27 NOTICE OF ACCEPTANCE

Acceptance of the bid will be communicated by fax/e-mail and confirmed in writing by registered post to the successful bidder to the address given by him, soon after the receipt of the DPC decision. Any change of the mailing address of the bidder shall be promptly notified to the Manager Procurement, Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

CONDITIONS OF CONTRACT (COC)

2.0 CONDITIONS OF CONTRACT (COC)

2.1 WARRANTY & SUPPORT

The Contractor 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.

The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of destination.

Any unit of goods supplied which fails beyond repair within the warranty period shall be replaced with a new unit free of charge (either an identical or a latest model with same/advanced features & functionality of the faulty unit) by the supplier, and the warranty applicable to that unit.

The period of comprehensive warranty has been mentioned in the list of specifications item wise.

The successful bidder should provide 24x7 support for a period of 5 years and respond within 2 hours of incident reporting to a corrective maintenance call from CPSTL by remote support and/or onsite support by the supplier. The incident should rectify maximum within 6 hours' time duration

Further total solution warranty will commence from the date of acceptance (Date of UAT document signing) by the purchaser.

2.2 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 "J"

2.3 MODE OF PAYMENT

- All foreign currency (**USD**) payments would be settled considering **USD/LKR middle exchange rate published by Central Bank of Sri Lanka on the date of the invoice.**
- 20% of the total contract price of items quoted in **USD** will be paid upon the delivery of Hardware devices along with the related security subscriptions and software applications.

- The balance 80% of the contract price of items quoted in **USD** will be paid upon successful commissioning & acceptance of CPSTL, completion of hand over and System Go Live.
- The full contract price for Installation, Configuration and Commissioning quoted in **LKR** would be paid upon the successful completion of the User Acceptance Test (UAT).
- For 24x7 local technical support services after the complete system commissioning and accepted quoted in **LKR** a payment milestone method would be adopted. Whereby a payment of 25% of the quoted to total LKR value would be paid quarter wise during 1st to 5th year. A payment would be made for any quarter only if system administration, technical support services or preventive maintenance activities were performed during the period. Hence, for all such activities documentary evidence should be provided together with invoice.

2.4 DELIVERY SCHEDULE

Delivery of the hardware/software & services shall be a responsibility of the contractor.

Supply, installation and commissioning of hardware/software under this Bid should be delivered to Information Systems Function, CPSTL **within 03 Months** on receiving the Purchase Order:

**Information Systems Function,
Ceylon Petroleum Storage Terminals Limited,
Kolonnawa Installation,
Wellampitiya.**

Tel.: 011-2693124, Fax.:011-2532682

e-Mail: it@cpstl.lk

The following documents shall be submitted by the Contractor on delivery of Goods:

1. Delivery Note(s)
2. Warranty Certificate(s)
3. Original Invoice(s)

2.5 DELAYS IN COMPLETION OF WORK

When the contractor does not deliver the completion of work in due time as per COC clause no 2.4 in the bidding document, the contractor is liable to pay a penalty of 0.5% of the contract value (excluding VAT and excluding forth & fifth year maintenance/subscription) will be charged for every subsequent

week up to a maximum of 5% of the contract value (excluding VAT and excluding forth & fifth year maintenance/subscription)

2.6 SUPPLIER'S STANDARD CONDITIONS OF SALE

Supplier's standard conditions of sale usually printed on the quotation/invoice or in a separate format **will not be accepted**. The terms & conditions of this bidding document of CPSTL shall prevail.

2.7 PRE-DISPATCH INSPECTIONS AND CLEARANCES

CPSTL if deemed fit, will inspect any or the entire device at bidder's manufacturing site before the shipment to verify that the equipment shipped to CPSTL are as per the technical specification specified in the bidding document.

Bidder should take the responsibility of obtaining government and customs' clearance for the security appliances if necessary.

2.8 CONTRACT NOT TO BE SUBLET

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

2.9 PERFORMANCE SECURITY

- 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 "G"**. **The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka)**

- 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 Lead to place as defaulted service provider.
- d) The Purchase order will be issued only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favour of the Ceylon Petroleum Storage Terminals Limited and shall be valid for a period one year from the date of Purchase Order.

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 DEFAULTED BIDDERS & DEFAULT BY SUCCESSFUL BIDDER

a. Bidder becomes incapable or unable to supply the goods offered in his Bid, the Ceylon Petroleum Storage Terminals Limited shall have the right to obtain such goods from other sources without being liable in any manner whatsoever, to the successful Bidder.

b. If the successful Bidder, defaults in the supply or otherwise commits a breach or any of the provisions in the Contract with the Ceylon Petroleum Storage Terminals Limited for the **SUPPLY, SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** according to the specification, bidder shall be liable to pay to the Ceylon Petroleum Storage Terminals Limited, all losses, damages and

expenses incurred by the Ceylon Petroleum Storage Terminals Limited in consequence of such default or breach.

c. If the successful bidder fails to deliver the solution as specified within the delivery period, the performance security will be forfeited.

2.12 FURTHER INFORMATION

Any further information can be obtained on application to the undersigned on any working day, between 0800 Hrs and 1630 Hrs on Tel.011-2572156 or 011-5750764.

The Chairman
Department Procurement Committee (Major)
C/o. Procurement Function
Ceylon Petroleum Storage Terminals Ltd
1st floor, New Building
Oil Installation
Kolonnawa, Wellampitiya

3.0 ANNEXURES

3.1 SCHEDULE OF PRICES INCLUDING 5 YEAR 24X7 LOCAL TECHNICAL SUPPORT SERVICES

Items which have both the LKR Component and a foreign (USD) Currency Component shall be quoted separately in the provided Table 1 & Table 2. For the items which have only a single currency component shall be quoted in respective column. Sub totals of LKR Component and a Foreign Currency Component (USD) should be carried forward to the summary (3.1. SCHEDULE OF PRICES FOR TOTAL FIVE YEARS) and the Foreign Currency (USD) subtotal to be converted into LKR in the summary (Foreign Currency shall be converted to LKR using middle exchange rate published by Central Bank of Sri Lanka, on the date of Purchase order release by Procurement Function CPSTL). **Then both total USD & LKR components shall carry forward to Form of Bid Annexure H.**

USD Components – Table 1

Item No.	Description	Qty	Total Cost (USD)
1	Hardware Appliance Based Firewall (Type-1 Firewall Cluster)	2	
2	Unified Threat Protection (UTP) feature license for Type-1 Firewall Cluster inclusive of IPS, Advanced Malware Protection, Application Control, URL & DNS with a 5-year subscription.	2	
3	Cloud based Secure Log Management System licensed for at least for 5 GB/Day Central Logging & Analytics, including Indicators for Compromise and a Security Operating Center subscription with outbreak detection facility . Should be with a 5-year support and update subscription	1	
4	Cloud based Central Device Manager with subscription license for 10 devices including virtual domains with 5-year support and security subscription license	1	
5	Hardware Appliance Based Firewall (Type-2 Firewall Cluster)	2	
6	Unified Threat Protection (UTP) feature license for Type-2 Firewall cluster inclusive of IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, with a 5-year subscription.	2	
7	Layer 2/3 Network switch with 24 x GE RJ45 ports, 4 x GE SFP ports having switch fabric capacity of at least 50Gbps switching capacity and packet processing capacity of 80Mpps. Should consist of an AC power supply and integrated with the central device manager for seamless management and device compatibility should be provided.	4	
8	5 Year support plan and hardware warranty for the Laye-2/3 Network Switches	4	
9	Cloud based Centralized Authentication Platform which can be natively integrated with the Type-1 and Type-2 Firewall clusters and Layer-2/3 Network Switches and Cloud based Centralized Device Management System.	1	
10	Cloud based Centralized Authentication framework compatible 5 nos of Software based one-time password tokens for iOS, Android and	1	

	Windows Phone mobile devices. Should be on a perpetual licensing modality		
11	5-year support subscription for Cloud based Centralized authentication framework	1	
12	Other Costs* (If applicable) Cost Breakdown required to be provided		
13	Grand Total in USD		

LKR Components – Table 2

Item No.	Installation, Configuration and Commissioning	Total Cost (LKR)
15	Installation, configuration, commissioning, user acceptance testing and documentation of the total solution consisting of : <ol style="list-style-type: none"> a. Hardware Appliance Based Type-1 Firewall Cluster complete with 2 nos of Layer 2/3 Network switches. b. Installation, configuration, and commissioning of the Cloud based Central Device Manager c. Installation, configuration, and commissioning of a Cloud based Secure Log Management System d. Installation, configuration, and commissioning of Centralized Cloud based Authentication Framework deployment. e. Hardware Appliance Based Type-2 Firewall Cluster complete with 2 nos of Layer 2/3 Network switches. f. Multi Factor Authentication system implementation in conjunction with the Centralized Authentication Framework for administrative access of the Firewalls. 	
16	24x7 Local technical support services for a 5-years period from the date of complete system acceptance by CPSTL.	
17	24x7 daily system administration services for the complete solution deployed (including Type-1 and Type-2 Firewall clusters and network switches with all management and log analysis platforms) including system monitoring, weekly report generation, vulnerabilities and threat mitigation advisory services for a 5-years period from the date of complete system acceptance by CPSTL .	
18	Other costs*	
19	Social Security Contribution Levy (SSCL)	
20	Sub Total	
Grand Total with taxes in LKR		

Summary of Quoted USD & LKR

Description	By figure	By word
Grand Total for USD (Table 1)		
Grand Total for LKR without VAT (Table 2)		

VAT registration no :

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Signature of Bidder

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* Please specify the “Other” cost breakdown if applicable as per section 3.1.2

3.1.2 PRICE BREAK DOWN OF OTHER INDIVIDUAL ITEMS

This is a sample structure, and the bidder shall prepare according to the items proposed.

#	Description	Total Cost(USD)
12	Other	
12.1		
12.2		
12.3		
Other Sub Total (USD)		
#	Description	Total Cost(LKR)
18	Other	
18.1		
18.2		
18.3		
Other Sub Total(LKR)		

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ANNEXURE “B”

3.2 ELIGIBILITY CRITERIA (Qualification Information)

(To be completed and submitted by the bidder, with the Bid)

General Criteria			
a	<p>Registered corporate in Sri Lanka under the companies Act No 7 of 2007</p> <p>(Yes/No)</p> <p>Registration number <i>(Attach copies of relevant pages from the registration book)</i></p>		
b	<p>The bidder should have experience in the IT Infrastructure solutions in the country for a minimum period of 10 years, proof documentation should be attached.*</p> <p>(Yes/No)</p>		
c	<p>The bidders should be a VAT registered company in Sri Lanka.*</p> <p>VAT Registration Number:</p>		
d	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"> <p>supported by an established OEM support channel for all Firewalls, Network Switches and Cloud Based Management system. <i>(Manufacturer’s Authorization Form (MAF) for the quoted product should be included in the bid.)*</i></p> </td> <td style="width: 20%;"> <p>(Yes/No)</p> </td> </tr> </table>	<p>supported by an established OEM support channel for all Firewalls, Network Switches and Cloud Based Management system. <i>(Manufacturer’s Authorization Form (MAF) for the quoted product should be included in the bid.)*</i></p>	<p>(Yes/No)</p>
<p>supported by an established OEM support channel for all Firewalls, Network Switches and Cloud Based Management system. <i>(Manufacturer’s Authorization Form (MAF) for the quoted product should be included in the bid.)*</i></p>	<p>(Yes/No)</p>		
e	<p>Bidder has been blacklisted by any government institution during the past 10 years. *</p> <p>(Yes/No)</p> <p><i>(If yes, provide details as attachment if need to review)</i></p>		
f	<p>The bidder as the prime contractor should have implemented at least one (1) ICT infrastructure project consisting of a Next Generation Firewall system at Government sector organization or private sector in the country during last 3 years. The value of the complete contract should be more than LKR 50 million.</p> <p>(Yes/No)</p> <p><i>(Documentary evidence including copies of purchase orders and completion letter from the customer should be submitted)</i></p>		
g	<p>For last three years, the annual average turnover should at least be LKR. 50 million.*</p> <p>*Are you exceeding the mentioned limit? (Yes/No)</p> <p>If not what is the turnover LKR</p>		

h	<p>Qualification and experience of key staff –The bidder must have proposed Firewall brand certified technical personnel directly attached to the bidder’s payroll to implement the solution and their CVs, including valid EPF/ETF evidence and the other proof documents should be included with the bid : *</p> <ul style="list-style-type: none"> • One Technical Manager: Having more than 10 years of industrial in ICT field. • One Network Engineer: Having more than 10 years of industrial experiences in ICT field. • The assigned technical team should consist of at least 2 Certified Engineers having valid credentials related to the proposed Firewall system. <p><i>(Attach copies of CV, EPF,ETF)*</i></p>	(Yes/No)
i	<p>The bidder should have valid and current Telecommunication Regulatory Commission (TRC) vendor license (copy of the vendor license should be submitted with the bid submission).*</p>	(Yes/No)
j	<p>Complete project plan should be provided for the installation, commissioning, user acceptance testing and handover considering a project delivery timeline of 3 months.*</p>	(Yes/No)
k	<p>Complete 24x7 helpdesk and support services and escalation procedure should be provided.*</p>	(Yes/No)
l	<p>A security incident monitoring and mitigation service plan as related to the implemented firewall systems should be provided.</p>	(Yes/No)

*Failing to submit documentary proof would result in the bid submission are being treated as non-responsive.

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 Authorized Signature of Bidder

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3.3 SPECIFICATIONS

3.3.1 TECHNICAL SPECIFICATIONS

GENERAL CONDITIONS		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Firewall models from the original equipment manufacturer (OEM) Checkpoint will not be accepted for Type-1 and Type-2 Firewall Clusters.		
2	Type-1 and Type-2 Firewall clusters should be listed in Leaders Quadrant of Gartner’s Magic Quadrant for Network Firewalls consecutively during the past 3 years.		
3	Type-1 & Type-2 Firewall Clusters, Layer-2/3 Network switches, Cloud Based Central Device Manager, Secure Log Management System and Centralized Authentication framework should be from the same original equipment manufacturer (OEM) and natively compatible with unified management.		
4	Existing Firewall configurations should be seamlessly migrated to the new platform with minimum system downtime. Bidder should provide a detail proposal with the bid submission detailing the adopted methodology for configuration export and operational validation.		
5	Bidder’s scope after the complete system handover would be 24x7 daily system administration services including system monitoring vulnerabilities and threat mitigation advisory services for a 5-years period from the date of complete system accepted by CPSTL.		
6	Complete system should be Cloud managed including security log management system framework.		
7	Type-1 Firewall cluster should be installed and deployed in conjunction with the Layer 2/3 Network switches.		
8	Type-2 Firewall cluster should be installed and deployed in conjunction with the Layer 2/3 Network switches		
9	The proposed solution should be integrated with the existing second perimeter Firewall cluster.		

10	The bidder should provide any accessories related accessories such as Cateogry-6 network cables, C13-C14 power cables and other related items deemed necessary for the installation.		
11	Type-1 & 2 Firewall Clusters and Layer 2/3 Network Switches should be completely integrated with the Cloud based Central Device Manager, Secure Log Management System and Centralized Authentication framework.		
12	Multi Factor Authentication (MFA) system should be integrated to the administrative access of all Firewall clusters inclusive of Cloud based Central Device and Secure Log Management System.		
13	All software sub systems provided for successful deployment of the Firewall clusters should be licensed to CPSTL. All product warranties, support and security subscriptions should be for a period of 5 years. These to be included in the bid price as per Annexure “A”.		
14	All quoted products should be of latest versions of the product range and should not be declared as at “end-of-support” by the respective OEM for next five (5) years from the closing date of the tender submission.		
15	The design and the blueprint of the complete deployment should be approved by CPSTL IT function in prior to commissioning.		
16	Product supplied should be directly installed by OEM certified professionals only.		
17	Cable management and standard labeling should be done for all connections belongs to the project.		
18	All equipment should operate on 220-240V / 50Hz		

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Signature of Bidder

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3.3.2 SPECIFICATION FOR TYPE-1 FIREWALL CLUSTER – CPSTL DATA CENTER KOLLONAWA

Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
	Models* (*Firewalls, Network Switches, Cloud Based Central Device Manager, Secure Log Management System and Centralized Authentication framework)		
	County of Origin		
	Country of Manufacturer		
2	Manufacturer Authorization for the Type-1 Firewall Cluster and Cloud Based Central Device Manager, Secure Log Management System and Centralized Authentication framework should be provided.		
3	In country distributor warehouse for part replacement and logistic handling (confirmation should be attached) for all hardware products proposed.		
4	Type-1 Firewall cluster should consist of Hardware Appliance Based Firewall each with a dedicated security processor with hardware acceleration. Should consist of dual AC redundant power supplies. *2 Units to be deployed as a high availability cluster.	Throughput should be at least 65Gbps. Intrusion Prevention System throughout should be at least 12Gbps. Should consist of at least 4nos of 25GE / SFP28 type low latency interfaces. At least 4nos of 10GE SFP+ interfaces should be available. At least 16nos of Gigabit Ethernet RJ45 ports should be available. At least 8nos of 1GE SFP interfaces should be available. Should consist of a dedicated high availability (HA) interface. Should consist of a dedicated network based RJ45 interface for system management.	

5	Unified Threat Protection (UTP) feature inclusive of IPS, Advanced Malware Protection, Application Control, URL, & DNS with a 5-year subscription for the Type-1 Firewall Cluster.		
6	Layer 2/3 Network switch with 24 x GE RJ45 ports and 4 x GE SFP ports having switch fabric capacity of at least 50Gbps switching capacity and packet processing capacity of 80Mpps. Should consist of an AC power supply and integrated with the central device manager for seamless management and device compatibility should be provided. *2 units deployed as a switch stack to setup the Type-1 Firewall Cluster.		
7	5 Year support plan and hardware warranty for the Layer-2/3 Network Switches		
8	Cloud based Secure Log Management System with 5 year subscription licensed for at least for 5 GB/Day Central Logging & Analytics, including Indicators of Compromise and a Security Operating Center subscription with outbreak detection facility should be provided.		
9	Cloud based Central Device Manager with subscription license for 10 devices including virtual domains with 5 year support and security subscription license		
10	Cloud based Centralized Authentication framework with 5 nos of Software based one-time password tokens for iOS, Android and Windows Phone mobile devices, should be on a perpetual licensing modality.		
11	Cloud based Authentication Platform should be natively integrated with the Type-1 and Type-2 Firewall clusters.		
12	5-year support subscription for Centralized Authentication framework		
13	All devices Should be integrated with Cloud Based Central Device and Secure Log Management systems including the Centralized Authentication framework		

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Signature of Bidder

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3.3.3 SPECIFICATION FOR TYPE-2 FIREWALL CLUSTER – CPSTL DISASTER RECOVERY SITE

Technical Specifications		Bidder Response (Yes / No)	Technical References (Page Numbers)
1	Make		
	Models (*Firewalls and Network Switches)		
	Country of Origin		
	Country of Manufacturer		
2	Manufacturer Authorization for the Type-2 Firewall Cluster should be provided.		
3	Type-2 Firewall cluster should consist of Hardware Appliance Based Firewall with a dedicated security processor with hardware acceleration.	Firewall throughput should be at least 10Gbps.	
	Should consist of dual AC redundant power supplies. *2 Units to be deployed as a high availability cluster.	Intrusion Prevention System throughout should be at least 5Gbps.	
		At least 2nos of 10GE SFP+ interfaces should be available.	
		At least 16nos of Gigabit Ethernet RJ45 ports should be available.	
		At least 8nos of 1GE SFP interfaces should be available.	
		Should consist of a dedicated high availability (HA) interface.	
		Should consist of a dedicated network based RJ45 interface for system management.	
4	Unified Threat Protection (UTP) feature inclusive of IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, with a 5-year subscription for the Type-2 Firewall Cluster		

5	<p>Layer 2/3 Network switch with 24 x GE RJ45 ports, 4 x GE SFP ports having switch fabric capacity of at least 50Gbps switching capacity and packet processing capacity of 80Mpps. Should consist of an AC power supply and integrated with the cloud based central device manager for seamless management and device compatibility should be provided.</p> <p>*2 units deployed as a switch stack to aid the Type-2 Firewall cluster operations.</p>		
6	5 Year support plan and hardware warranty for the Layer-2/3 Network Switches		
7	All devices should be integrated with Cloud Based Central Device and Secure Log Management systems including the Centralized Authentication framework		

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Signature of Bidder

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3.4 COMPANY PROFILE

01. Name of bidder :
02. Address :
03. Telephone no.(s) :
04. Date of Registration of the Company:
05. Year of Commencement of Business:
06. Dealer status : Manufacture /Branch Office / Sole Agent /Authorized Dealer / Retailer/Channel Partner/Wholesaler / OTHER (*Please specify*)
07. Name, Designation and Contact Details of Authorized person Contact Person :
08. Financial Status of the Bidder
- | PERIOD | TURNOVER | PROFIT AFTER TAX |
|---------------|-----------------|-------------------------|
| 2022 | | |
| 2021 | | |
| 2020 | | |
09. VAT Registration No:
10. Brief description of after sales service facilities available with the Bidder:

11. The following documents are attached with the Bid: -

- * The Names of Directors
- * Audited accounts for last three years.

12. Details of the contact person in relevant to this bid.

12.1 Name:	:
12.2 Designation	:
12.3 Mobile Phone	:
12.4 Telephone	:
12.5 Fax	:
12.6 E – mail	:

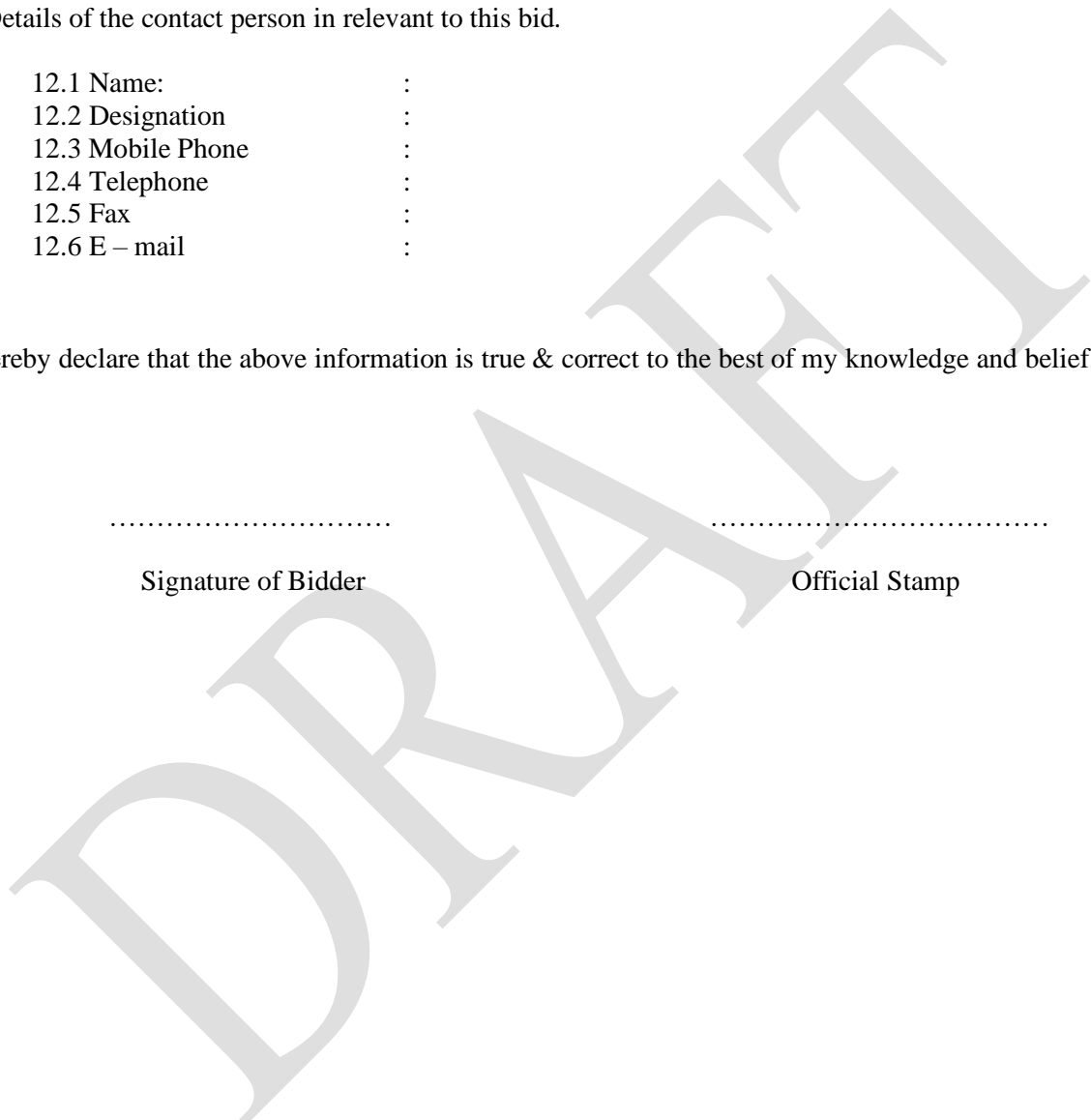
I hereby declare that the above information is true & correct to the best of my knowledge and belief.

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Signature of Bidder

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Official Stamp



ANNEXURE “E”

3.5 DETAILS OF AN ICT INFRASTRUCTURE PROJECTS CONSISTING OF NEXT GENERATION FIREWALL SYSTEMS AND OTHER SECURITY PROJECT DURING LAST 3 YEARS.

a) Details of 01 (one) ICT infrastructure project consisting of a **Next Generation Firewall** system implemented by the bidder (as per the eligibility criteria in ITB) at a government sector organization in the country. (Documentary evidence including copies of purchase orders to be submitted.)

No	DETAILS	CUSTOMER 01	CUSTOMER 02 (Optional)
1	Customer / Institute Name		
2	Address		
3	Purchase Order Date		
4	Next Generation Firewall Model		
5	Solution description/ equipment used and other relevant details (capacity of equipment's, quantity, value of order etc.)		
6	Contact Details		
	6.1 Contact Person Name		
	6.2 Phone		
	6.3 Email		

I hereby declare that the above information is true & correct to the best of my knowledge and belief.

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Signature of Bidder

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Official Stamp

ANNEXURE “F”

3.6 FORM OF BID SECURITY(UNCONDITIONAL)

BOND NUMBER :.....
DATE :.....
SUM GUARANTEED :.....

BENEFICIARY : **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

To: The Chairman,
Ceylon Petroleum Storage Terminals Limited
Kolonnawa Installation
Kolonnawa
Sri Lanka

Dear Sir,

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

Whereas the Authority has invited the Bidder and other persons to complete Bids in similar terms for the supply of and works associated (hereinafter called “the Bid”) in accordance with such invitation, the Bond shall provide security to the Authority that the Bidder will honor certain obligations to be undertaken by him in the Bid 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 Bidder and the Surety in writing:
 - (ii) In the event of the Bid by the Authority, the date upon which the Bid 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 Bid 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 Bidder has withdrawn his Bid during the Bid period, or

- (ii) the Bidder has failed to provide a Performance Security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bidder, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the Bidder 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 Bidder.

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

I executed as a Date this () day of () 2023 ()

For and on behalf of the Bidder.....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)

3.7 FORM OF PERFORMANCE SECURITY

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

To: Chairman
Ceylon Petroleum Storage Terminals Limited
Kolonnawa Installation
Kolonnawa
Sri Lanka

Dear Sir,

Whereas..... (name and address of contractor) †hereinafter called "the contractor" has undertaken, in pursuance of contract no.dated..... to executes..... (Name of contract) hereinafter 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 security shall be valid for 01 year from the date of Purchase Order for the SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL

Signature and Seal of the Guarantor.

Name of the Bank :.....

Address of the Bank :.....

.....

Date :.....

Witness

Name :.....

Signature :.....

DRAFT

3.8 FORM OF BID

The Chairman,
Department Procurement Committee (Major)
CEYLON PETROLEUM STORAGE TERMINALS LIMITED,
Kolonnawa Installation,
Kolonnawa,
Sri Lanka.

From:.....
.....
.....

Chairman
Ceylon Petroleum Storage Terminals Limited
Kolonnawa Installation
Kolonnawa
Sri Lanka

Dear Sir,

SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL KPR/41/2023

- B-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** – Tender Ref No: KPR/41/2023 referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- B-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- B-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- B-4 The bid I/we am/are offering is complete and fulfills the technical requirements discussed in the bidding document.
- B-5 I/We agree to abide by this bid until 04.01.2024. Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

- B-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- B-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.11 & have perused the format of performance bond (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.
- B-8 I/We affirm that the said items will be delivered within months from the date of receipt of official purchase order.
- B-9 If our bid is accepted, we commit to accept the COC clause 2.3; Mode of payment
- B-10 I/We am/are fully aware that the acceptance or rejection of any bid will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.
- B-11 I/We offer the total price of **as per Table 1**
 [insert total USD price for 5 years in figures]
[insert total USD price in words]
 and
 **as per Table 2** [insert total LKR price for 5 years in figures]
 [insert total LKR price in words] for the **SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** to 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” as per 3.1. “**SCHEDULE OF PRICES INCLUDING 5 YEAR 24X7 LOCAL TECHNICAL SUPPORT SERVICES**”.

Dated this day of2023.

Name :.....

Signature :.....

in the capacity of.....

duly authorized to sign bids for and on behalf of

Address :

.....

.....
.....

Company Seal (Rubber Stamp)

Witnesses:

1. Signature: 2. Signature:

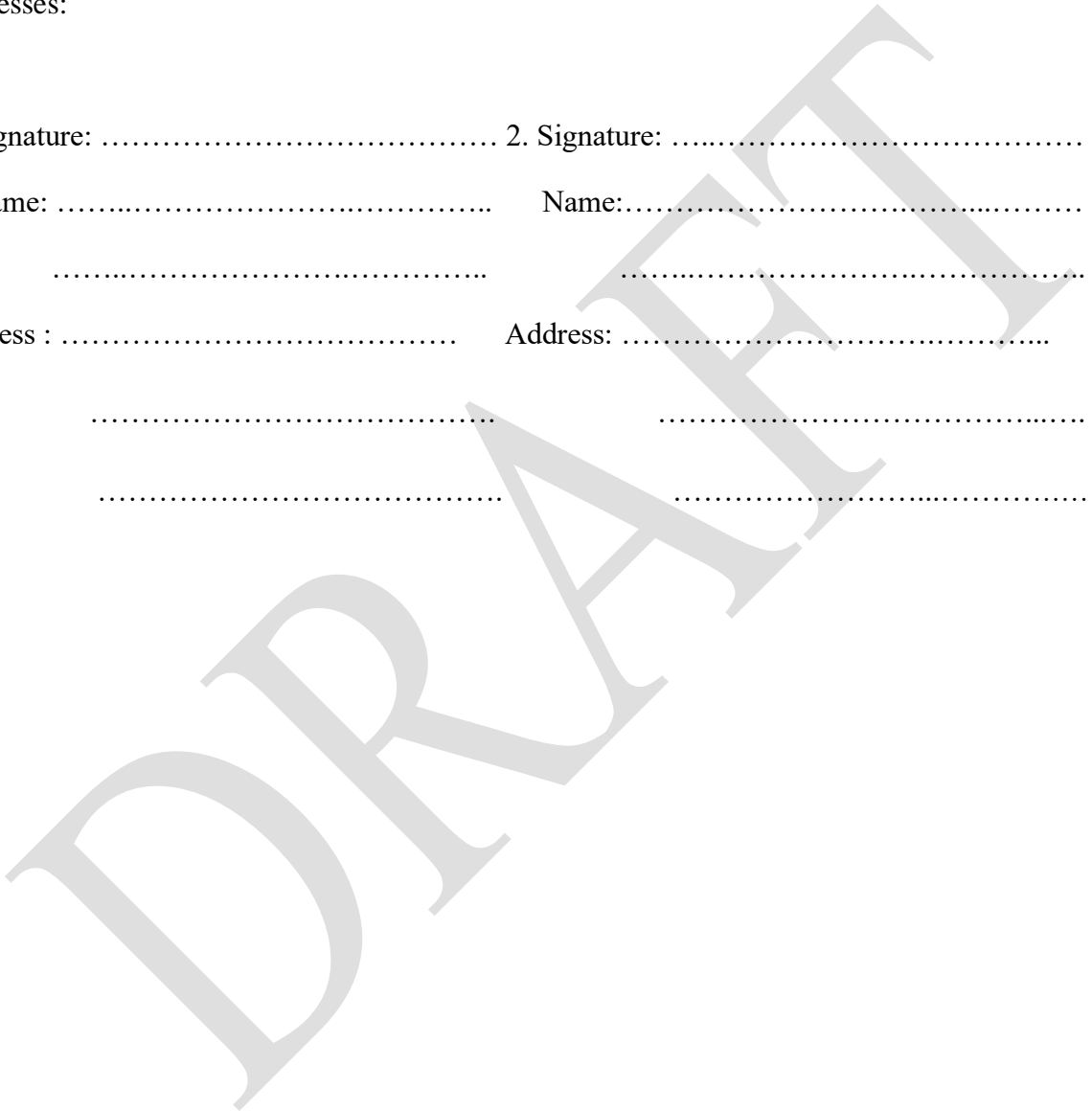
Name: Name:

.....

Address : Address:

.....

.....



3.9 FORMAT OF SIGNATURE AUTHORIZATION

[The Bidder shall fill this Form in accordance with the instructions indicated. This letter of signature authorization shall be on the letterhead of the bidder and shall be signed by the Proprietor/Partner(s)/Chairman/ Director(s) of the company and affixed by the common seal of the company. Particulars proving the ownership of the company/ Board of directors shall be submitted along with this Signature Authorization Letter]

Date: *[insert date]*.

Name of Tender: **SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL 2023/2024**

Bid Ref KPR/41/2023

To: The Chairman
Department Procurement Committee (Major)
C/o Manager Procurement
Procurement Function
Ceylon Petroleum Storage Terminals Limited
01stFloor, New Building
Oil Installation
Kolonnawa, Wellampitiya
Sri Lanka.

WHEREAS

We, *[insert complete name of the bidder]*, having registered office at.....*[insert full address of the bidder]*, do hereby authorize following person to represent the company in submitting the bid for **SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** and if successful, to sign the respective agreement/contract, and to subsequently negotiate, with CPSTL.

Name *[insert name of the authorized person to sign the bid/contract]*

Signature *[insert signature of the authorized person who sign the bid/contract]*

Designation *[insert designation of the authorized person who sign the bid/contract]*

Name of the (Proprietor/Partner/Chairman/Director)

Designation :.....

Signature :.....

Company Seal (Rubber Stamp):.....

3.10 FORMAT OF MANUFACTURER’S AUTHORIZATION LETTER

SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL (KPR/41/2023)

[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:

Bidding No.:

To: Chairman
Department Procurement Committee (Major)
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.....
.....[insert full address of Manufacturer’s factories],do hereby authorize[insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Hardware/software, manufactured by us [Insert name and or brief description of the Hardware/software], and to subsequently negotiate and sign the Contract.

We hereby confirm hardware/software offered are in good condition & conforming to the specifications as mentioned in Annexure ‘C’.

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 :

3.11 FORM OF AGREEMENT

SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]*.....
.....

This contract agreement is made and entered into this ... day of 2023 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 hardware/software and ancillary services, viz., “**SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL** ” – Reference Bidding no: KPR/41/2023 (here in after 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 price in words and figures]* + *[insert SL Rs price in words and figures]* (herein after 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, Kolonnawa, 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 :
- Signature :
- Address :
2. Name & NIC No :
- Signature :
- Address :

3.12 COMPLIANCE / DEVIATIONS SHEET**SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE FOR UPGRADING EXISTING INTERNAL FIREWALL SYSTEM OF CPSTL (KPR/41/2023)**

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

S/N	Specification / Condition	Complied	Deviations
01	Validity Period of Bid as per ITB clause 1.17		
02	Bid Security as per ITB clause 1.18		
03	Manufacturer’s Authorizations as per ITB clause 1.19 and Letter of Authorization as per ITB clause 3.10		
04	Duly filled, stamped & signed Schedule of Prices as per Annexure “A”		
05	Duly filled, stamped & signed Form of Bid as per Annexure "H", submitted		
06	Pricing Breakdown for “other” items (in your letter head) as per item 3.1.2 in Annexure A		
07	Compliance with Performance Security as per Annexure "G", in case of award.		
08	Compliance with Contract Agreement as per Annexure “J”, in case of award.		
09	Compliance with Mode of Payment as per COC clause 2.3		
10	Compliance with delivery Scheduled as per COC clause 2.4		
11	Compliance with other clauses of ITB.		
12	Technical specifications as per Annexure "C", submitted		
13	A valid copy of Certificate of Business Registration issued by the Registrar of Companies in Sri Lanka, submitted, if required as per ITB clause 1.3		
14	Form PCA3 issued by Registrar of Public Contract, submitted (if required)		

15	The warranty offered, submitted with a covering letter		
16	All other documentary requirements/details as requested on ITB, Eligibility Criteria (Annexure “B”) & Specifications (Annexure “C”) submitted		
17	Duly filled, stamped & signed Company Profile as per Annexure “D”		
18	Complete project plan should be provided for the installation, commissioning, user acceptance testing and handover considering a project delivery timeline of 3 months.		
19	The bidder as the prime contractor during the last 3 years should have implemented at least 01 (one) ICT infrastructure project valued over LKR 50 million consisting of a Next Generation Firewall system at Government sector organization in the country (as per the eligibility criteria in ITB). Documentary evidence including copies of purchase orders should be included.		
20	List of certified staff and their CV according to conditions and requirement as per “ Qualification and experience of key staff ” in ITB 1.3		

.....
Signature of Bidder

.....
Official Stamp