



## **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

### **PROCUREMENT DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)**

### **SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION**

**TENDER REF NO: KPR/59/2025**

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**

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

TEL : +94-11-2572156/ +94-11-2547238

E-Mail : [procure@cpstl.lk](mailto:procure@cpstl.lk)



## **INVITATION FOR BIDS (IFB)**

### **CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

#### **SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION**

**TENDER REF NO: KPR/59/2025**

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya hereby invites sealed bids for the **SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION.**

Bidding will be conducted through **National Competitive Bidding procedure.**

Interested parties may refer the Procurement document *(only for viewing purpose)* and obtain necessary information through the websites [www.cpstl.lk](http://www.cpstl.lk) and the original Procurement documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request *(the request letter shall be on the company letter head and signed by an authorized person)* during working days between **0900 hrs. and 1400 up to 08.12.2025** upon payment of a non-refundable Procurement document fee of **Sri Lankan Rupees Three thousand (LKR 3,000.00)**, per document.

Bidders are requested to inspect the Procurement document prior to purchase and once it is purchased, Procurement document fee is not refundable for any reason whatsoever

Bids shall be submitted on the Procurement document issued by the Procurement Function-CPSTL and the original of the duly filled bids may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01<sup>st</sup> 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 **14.00 hrs. on 09.12.2025** Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) to reach on or before **1400 hrs. on 09.12.2025**, at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

**Bids will be closed at 14.00 hrs. on 09.12.2025** and will be opened immediately thereafter at the office of Manager (Procurement) in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

**Bids shall be valid up to 24.02.2026**, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Eighty-Five Thousand (LKR 85,000.00), which shall be valid until 24.03.2026**, from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies [www.drc.gov.lk](http://www.drc.gov.lk) (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: 011-2572156/ +94-11-2547238**, , Email: [procure@cpstl.lk](mailto:procure@cpstl.lk).

**The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Ceylon Petroleum Storage Terminals Limited  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Kolonnawa, Wellampitiya.**

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# **1. INSTRUCTIONS TO BIDDERS (ITB)**

## 1.1 INTRODUCTION

The Chairman, Department Procurement Committee (**DPC**) (Minor), on behalf of the Ceylon Petroleum Storage Terminals Limited (**CPSTL**), Oil Installation, Kolonnawa, Wellampitiya will receive sealed bids for the **SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION**, conforming to the Terms & Conditions given under this procurement document.

Bidding will be conducted through **National Competitive Bidding (NCB) procedure**.

CPSTL will make the payment as per the terms of Mode of Payment, COC clause 2.4 of the Conditions of Contract of this procurement document.

Additional services provided by the bidder not covered in this Procurement document, shall be stated clearly. If no exceptions are stated, the DPC would assume that bidder conforms to most stringent conditions of the procurement 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. Bidder should provide the minimum hardware and software requirements for the successful rollout of the proposed End Point Detection and Response Solution (EDR) with Extended Detection and Response solution (XDR).
- b. Bidder should undertake to deploy the proposed End Point Detection and Response Solution (EDR) with Extended Detection and Response solution (XDR) agents on 50 Nos. of identified end computing devices. Only upon the successful functioning of all the installed endpoints the provided solution would be accepted by CPSTL.
- c. Should provide 24x7 technical support services for the Extended Detection and Response System solution covering for a 1-year period from the date of complete system handover
- d. Should provide 24x7 monitoring and threat mitigation services for the Extended Detection and Response System solution covering for a 1-year period from the date of complete system handover
- e. End Point Detection and Response Solution with Extended Detection and Response solution should be integrated with its own native Cloud Based Management platform.



- f. The bidder should undertake the complete design and installation of the Microsoft Active Directory framework based on Microsoft Windows Server 2025 Standard Edition.
- g. The bidder should enroll up to 50 end computing devices on to the new Microsoft Active Directory infrastructure, ensuring successful replication across domain controllers and complete documenting on the adopted process should be submitted along with the final documentation.
- h. All latest stable hot fixes should be applied on the endpoint protection agents.
- i. Preparation of the procedure of User Acceptance Test (**UAT**) with including the main configurations and carrying out User Acceptance Test (**UAT**) jointly by the bidder and the CPSTL IT team
- j. Complete design proposal for effectively using Microsoft Active Directory Services across the CPSTL network, while mitigating bandwidth and potential security issues should be provided with the bid submission
- k. Preparation of technical & operational documents relevant to the implemented solution.
- l. 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 respective manufacturers.
- m. The existing Active Directory server configurations—including migration of user accounts, security groups, Group Policies, DHCP and other relevant settings shall be fully migrated to the new environment
- n. Training to the IT administrative team on the configuration, management, and ongoing maintenance of the new Microsoft Active Directory infrastructure and along with the End Point Detection and Response Solution with Extended Detection and Response solution.
- o. Depending on the threat mitigation maturity of the End Point Detection and Response (EDR) Solution with Extended Detection and Response (XDR) solution to mitigate potential security threats and other vulnerabilities. And along with the reliability of the offered local support and monitoring services; The product subscription of the End Point Detection and Response Solution with Extended Detection and Response (XDR) solution along with the local support and monitoring services may be renewed for 1 or 3 years after the lapse of the 1<sup>st</sup> year subscription including local support and monitoring services.

### 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 “A” 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 in Sri Lanka for a minimum period of 5 years. Proof should be attached. Documentary evidence shall be produced to this effect.
- c) The bidder should have successfully commissioned at least 2 Endpoint Detection and Response Solution (EDR), each having at least 250 end point agents installed within last 5 years.
- d) The bidder should have experience in maintaining and managing a Microsoft Active Directory based infrastructure consisting of more than 250 end user computing devices.
- e) The bidder should be supported by an established OEM support channel for all equipment’s provided under this project and the 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.
- f) Bidders should not be blacklisted by any government institution during the past 10 years. (If yes, provide details as attachment if need to review)
- g) The bidder should have at least LKR. 25 million annual average turnover for the last three years (2022/2023, 2023/2024, 2024/2025).
- h) A complete project plan should be provided for the installation, commissioning, user acceptance testing and handover considering a project delivery timeline of 3 months.
- i) Complete 24x7 helpdesk and support services escalation procedure should provide.

### 1.4 CONTENTS OF PROCUREMENT DOCUMENT

Procurement document consists of the following

- 01.** Invitation for Bids
- 02.** Instructions to Bidders (ITB)
- 03.** Conditions of Contract (COC)
- 04.** Eligibility
- 05.** Technical specifications
- 06.** Schedule of Prices

**-Schedule “A”**

<b>07.</b>	Form of Bid	<b>-Annexure “A”</b>
<b>08.</b>	Non-Collusion Affidavit	<b>- Annexure “B”</b>
<b>09.</b>	Format of Bid Security Guarantee	<b>-Annexure “C”</b>
<b>10.</b>	Format of Performance Security Guarantee	<b>-Annexure “D”</b>
<b>11.</b>	Format of Contract Agreement	<b>-Annexure “E”</b>
<b>12.</b>	Format of Manufacturer’s Authorization	<b>-Annexure “F”</b>
<b>13.</b>	Format of Signature Authorization Letter	<b>-Annexure “G”</b>
<b>14.</b>	Compliance/Deviations sheet	<b>-Annexure “H”</b>

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

## **1.5 ISSUING OF PROCUREMENT DOCUMENTS**

Complete original Procurement documents in the English can be obtained from the Procurement Function, Ceylon Petroleum Storage Terminals Limited ( CPSTL ) 01<sup>st</sup> Floor, New Administration Building, Oil Installation, Kolonnawa or via email request [procure@cpstl.lk](mailto:procure@cpstl.lk), upon submission of a written request to the Manager Procurement – CPSTL on company letterhead, signed by an authorized representative, on working days between 0900 hrs. and 1400 hrs. from 25.11.2025 to 08.12.2025., upon payment of a non-refundable fee of **Sri Lankan Rupees Three Thousand (LKR 3,000.00)**, per document

### **In -Person Collection:**

Bidders may obtain the Procurement document by visiting the Procurement Function, CPSTL, during the above – mentioned period and time, A written request on company letterhead, signed by an authorized representative, must be submitted, along with proof of payment of the non-refundable fee. Payment can be made in cash at the CPSTL Cash Counter, Kolonnawa, or via bank transfer to the CPSTL bank account given below

### **Online Request via Email:**

Bidders may alternatively remit the non-refundable fee of LKR 3,000.00 directly to the CPSTL bank account provided below. A written request on company letterhead, along with proof of payment (bank slip or transfer confirmation), must be emailed to [procure@cpstl.lk](mailto:procure@cpstl.lk) during the specified timeframe. The payment must also be credited to the CPSTL account before the Procurement documents are issued. Upon verification of the payment, the complete set Procurement documents will be emailed to the bidder.

### **Account Details**

**Account Holder:** Ceylon Petroleum Storage Terminals Limited, Oil Installation,  
Kolonnawa,, Wellampitiya,

A/C No: 004-1-001-9-0208672

Swift code: PSBKLKLX

Bank code: 7135

Branch code: 004

**Bank & Branch:** People's Bank

Corporate Branch

No. 91, All Ceylon Hindu Congress (ACHC) Building,

Sir Chittampalam A. Gardiner Mawatha.

Colombo 02.

Payment of the non-refundable procurement document fee is mandatory, All bids must be submitted using the procurement documents purchased from CPSTL

## 1.6 BUSINESS REGISTRATION AND PUBLIC CONTRACT REGISTRATION

Bidders shall produce a valid copy of the Certificate of Incorporation issued by the Registrar of Companies of Sri Lanka together with the bid.

Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies [www.eroc.drc.gov.lk](http://www.eroc.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).

1. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender.**
2. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender.**

However, this registration will be verified by CPSTL at the preliminary evaluation of Bids. In case of failure to meet this legal requirement, the bid shall be rejected.

Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: [registrar@drc.gov.lk](mailto:registrar@drc.gov.lk) (Contact details may vary from actuals & CPSTL does not take any responsibility in this regard).

## 1.7 DOCUMENTS AND DETAILS TO ACCOMPANY

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 any documents/details requested under **Section I** along with the bid will result in the bid being rejected.

### **Section I**

1. **Proof of Public Contract Registration** - as per ITB clause 1.6 (*if applicable*) (CPSTL will verify the registration in the e-ROC system, whether or not submitted the PCA-03 certificate).
2. **Signature Authorization Letter** - Specimen format as per Annexure "G" - as per ITB clause 1.10.

3. **Bid Security** for a minimum sum of **Sri Lankan Rupees Eighty-Five Thousand (LKR 85,000.00)**, which shall be valid minimum until **24.03.2026** - as per ITB clause 1.19.
4. Duly completed, signed, stamped & dated **Manufacturer's Authorization Letter** (on Manufacturer's letter head) – Specimen format as per Annexure "F" - as per ITB clause 1.20.
5. Original of the duly completed, signed, stamped & dated **Schedule of Prices** - Schedule "A" - as per ITB clause 1.21.
6. Original of the duly completed, signed, stamped & dated **Form of Bid** - Annexure "A" as per ITB clause 1.22.

## **Section II**

7. Detailed profile of the manufacturer and Country of Origin and Country of Manufacture of the product.
8. Detailed profile of the company of the bidder *(if the manufacturer is not the bidder)*.
9. Detailed profile of the manufacturer accredited export agent abroad *(if applicable)*.
10. A copy of Certificate of Incorporation/company registration - as per ITB clause 1.6.
11. Detailed product catalogues
12. Past supply records (customer reference list) along with those supplied within Sri Lanka (if any) or other country, for the last 05 years together with supply details.
13. Completed Compliance/Deviations sheet - Annexure "H".
14. All other details and documentary requirements as requested under this bid.

All documentation/correspondence/catalogues/literatures shall be furnished in English language.

## **1.8 SEALING, MARKING & SUBMISSION OF BID**

Bids shall be submitted in duplicates as per the conditions specified in this Procurement 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 OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION - KPR/59/2025 - CLOSING DATE: 09.12.2025.**" 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 (Minor)  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Kolonnawa, Wellampitiya.**

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

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

If the bidder wishes to submit alternative/multiple offer/s, such offer/s shall be submitted as separate bid/s. Alternative/multiple offers & higher value offers will be rejected respectively unless such offers have not been submitted as separate bid/s.

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

Clarifications can be made through email address [procure@cpstl.lk](mailto:procure@cpstl.lk)

## **1.9 ALTERNATIVE BID/S**

- a) Multiple bids from same manufacture can be submitted, it shall be considered as separate Bids and it shall be supported with a separate form of Bid and Bid security. However, the Alternative Bid shall not be considered for the purpose of evaluation.
- b) If the original Bid submitted by the Bidder is considered as the lowest evaluated 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.

## **1.10 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*). Particulars proving the ownership of the company/ Board of directors shall be submitted along with the Signature Authorization Letter.

***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.***

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

## **1.11 FORMAT & SIGNING OF BID**

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.

## **1.12 AMENDMENTS/CLARIFICATIONS OF PROCUREMENT DOCUMENT**

The Chairman, DPC reserves the right to issue amendments to the Procurement 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 Procurement document shall notify the CPSTL in writing by hand or post to the mailing address which is indicated in ITB Clause 1.7 or by email to [procure@cpstl.lk](mailto:procure@cpstl.lk), on or before the date of the pre-bid meeting given in ITB clause 1.4. 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 on or before the date of the pre-bid meeting. Copies of the CPSTL's response will be sent by post and/or by email to prospective bidders who have collected Procurement 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 Procurement document or contract; answers shall not constitute legally binding representation. If arising from a question, it becomes necessary to vary the Procurement 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 Procurement document in full.

## **1.13 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 DPC, prior to the dead line 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 1.7, 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 OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION - KPR/59/2025 - CLOSING DATE: 09.12.2025"**.

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 bid 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 1.7, or by email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk), not later than the deadline for submission of bids

In case of submission of bid modifications, substitutions and withdrawal notices by email, the original notices shall be securely kept to be submitted to the Manager Procurement-CPSTL, when requested.

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

## **1.14 CLOSING OF BIDS**

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

**The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Kolonnawa, Wellampitiya.**

**not later than 1400 hrs. on 09.12.2025** or could deposit in the tender box kept at the main entrance of CPSTL.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled Procurement documents in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) **to reach** on or before **1400 hrs. on 09.12.2025**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. However, if the bidder wishes to submit a bank guarantee or a bank draft as the bid security (*Other than a direct deposit to the CPSTL bank account*), original bank guarantee/ draft shall be sent or hand deliver to reach above mentioned address not later than **1400 hrs. on 09.12.2025**.
3. The title and the closing date of the tender shall be indicated as the subject of the email.
4. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e., 01 of 03, 02 of 03, 03 of 03 etc.).
5. Direct links to other sites/ shared folders (e.g., Google Drive) are strictly not accepted.



6. Do not CC/BCC to any other official/personal email IDs of CPSTL staff.
7. E-mails shall be sent well in advance enabling CPSTL to get such bids printed & sent to the bid opening table in time.
8. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, 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. on 09.12.2025.**

## **1.15 DEADLINE FOR SUBMISSION OF BIDS**

The Chairman, DPC must receive bids as specified under ITB Clause 1.12 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 Procurement documents, in which case all right and obligations of the CPSTL and the bidders will thereafter be subjected to the deadline as extended.

## **1.16 LATE BIDS**

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

## **1.17 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  
01<sup>st</sup> 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 chose to attend. Only one authorized member of respective bidder is allowed to participate/witness the tender opening procedure. 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.

## **1.18 MINIMUM VALIDITY PERIOD OF BIDS**

All bids shall necessarily be valid for acceptance **minimum until 24.02.2026**. 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, Schedule “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, the DPC 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 1.17 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.

## **1.19 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/counter guarantee issued 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 Lankan Rupees Eighty-Five Thousand (LKR 85,000.00) or***

- iii) in the form of direct deposit to the CPSTL bank account *(details given below) for a minimum sum of Sri Lankan Rupees Eighty-Five Thousand (LKR 85,000.00). (Payment receipt (Bank Slip) shall be submitted along with the bid. Reference details of the bidder [Bidder’s Name, Bid Number: KPR/59/2025] should be stated on the receipt. Payment shall be debited to CPSTL account on or before the closing time of the bids. Reimbursement of the bid securities arranged as direct cash deposits to CPSTL bank account, will only be paid in Sri Lankan Rupees as cheque payments).*

### **CPSTL bank account details**

**Ceylon Petroleum Storage Terminals Ltd  
A/C No.004-1-001-9-0208672  
Corporate Banking Division  
People’s Bank.**

The bid security shall be unconditionally en-cashable on demand by CPSTL and shall be valid **minimum until 24.03.2026.**

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

***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, the DPC 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 1.16. 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.

## **1.20 LETTER OF MANUFACTURER’S AUTHORIZATION**

Bids from the accredited 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 “F” is attached.

Bidder shall furnish the Letter of Manufacturer’s Authorization as per the format Annexure “F” from the manufacturer. Also, he shall submit a Letter of Authorization from the manufacturer accredited export agent abroad, ***(if applicable).***

In case of an award the agreement will be signed and the purchase order will be placed with the accredited 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.***

## **1.21 SCHEDULE OF PRICES**

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

Bids not submitted on the prescribed form and in the manner required will be rejected.

## 1.22 DECLARATION

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 duly filled & signed **Form of Bid (Annexure “A”)** 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.***

### **Non -collusion Affidavit**

Bidders must submit a declaration along with their bid stating that

- i. There is no conflict of interest;
- ii. Only one bid is submitted; and
- iii. There is no involvement in collusive practice

Bidders are required to submit a duly completed and signed **Non-collusion Affidavit;**

**Annexure “B “**

**Failure to submit the correctly completed and signed Non-collusion Affidavit, in accordance with the specified format and before the closing time and date of the tender, will result in the bid being rejected.**

## 1.23 PRELIMINARY EXAMINATION OF BIDS

The DPC will examine the bids to determine whether they are completed, 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 the DPC 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.

## 1.24 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 Procurement 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.

## **1.25 EVALUATION OF BIDS**

The DPC will carry out a detailed evaluation to determine whether the technical aspects are properly addressed and the substantial responsiveness of the bids, which are selected at the preliminary examination.

The detailed evaluation methodology will comprise:

### **1.25.1 TECHNICAL REQUIREMENTS:**

Specifications and supporting technical catalogues in compliance with CPSTL requirement, including the information/ details requested under ITB clause 1.6. All bids conform to the terms, conditions and specifications of the Procurement document will be considered as substantially responsive bids.

### **1.25.2 FINANCIAL EVALUATION:**

Only the bids determined to be substantially responsive will be financially evaluated and compared.

For the purpose of bid comparison, the evaluation prices will be considered only on the basis of the Year-1 pricing. Prices quoted for subsequent years will not be considered in the financial evaluation.

DPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders/single order considering the economic benefit to CPSTL provided such split orders are acceptable to the bidder/s selected by DPC.

Bids for part supply of items may be rejected depending on the nature of the requirement.

In addition to above, the following factors will also be considered in the evaluation.

- ✓ Quality & durability of the offered product
- ✓ Past supply records of the offered make
- ✓ Delivery schedule
- ✓ Availability of after sales services.

Award will be made to the substantially responsive lowest evaluated bid.

## 1.26 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.

## 1.27 AWARDING CRITERIA

Subject to ITB clauses 1.23, CPSTL will 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.

The award of services for Year-2 and Year-3 will be subject to satisfactory performance of the contractor during Year-1, as determined by CPSTL. Continuation of the contract beyond Year-1 shall be at the sole discretion of CPSTL.

## 1.28 STANDSTILL PERIOD & APPEALS

- **Intension to award the contract:**

CPSTL shall notify unsuccessful bidders in writing, either by post and/or email, regarding the DPC's intention to award the contract to the successful bidder.

- **Standstill Period:**

There shall be a minimum interval of **ten (10) working days** between the submission date of the CPSTL notification of the intention to award the contract to the successful bidder and the actual award of the contract. This interval is referred to as the Standstill Period.

- **Debriefing for Unsuccessful Bidders:**

Unsuccessful bidders may request a debriefing from CPSTL in writing, either by post and/or email, no later than the **third (3rd) working day** of the Standstill Period.

CPSTL shall conclude the debriefing process no later than the **fifth (5th) working day** of the Standstill Period.

- **Submission of Appeals:**

Any bidder, whether successful or unsuccessful, who wishes to appeal the contract award decision must submit a written appeal to the Chairman, Department Procurement Appeal Committee (DPAC) before the expiry of the Standstill Period.

Each appeal must be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR 10,000/=), which shall be paid to the CPSTL Cashier. The payment receipt must be submitted along with the appeal. The DPAC shall only consider appeals supported by proof of such deposit.

All appeals must be hand-delivered to CPSTL, and an acknowledgment of receipt must be obtained.

It is the sole responsibility of the appellant to ensure that the appeal includes all relevant supporting documents to substantiate the grievance.

### **1.29 NOTICE OF ACCEPTANCE**

Acceptance of the bid will be communicated as the **LETTER OF AWARD** 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, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.

### **1.30 SOURCE OF FUNDS**

The contract is financed by funds of Ceylon Petroleum Storage Terminals Limited.

### **1.31 ETHICS, FRAUD AND CORRUPTION**

Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process.

Officials shall refrain from receiving any personal gain from any procurement action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the Bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

## **2. CONDITIONS OF CONTRACT (COC)**



## 2.1 PERFORMANCE SECURITY

The successful bidder is required to provide a performance security to safeguard the CPSTL against non-performance of the contract. The successful bidder, on being notified by CPSTL of the acceptance of his bid by issuing the Letter of Award, shall furnish at his own expense a performance security, in one of following forms within fourteen (14) days from the date of Letter of Award. Such performance 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/counter guarantee issued by a recognized commercial bank operating in Sri Lanka

***(The bank 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, in a minimum sum **equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid**, or

- iii) in the form of direct deposit to the CPSTL bank account **for a minimum sum equivalent to 10% of the total contract value (inclusive taxes) of the accepted bid** *(Reimbursement of the bid securities arranged as direct cash deposits to CPSTL bank account will only be paid as cheque payments).*

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

In an event of submitting the performance security after fourteen (14) days from the date of Letter of Award, the date of completion of the order (delivery date) will be brought forward by the number of days delayed.

If the successful bidder fails to furnish a valid performance security as aforesaid and within twenty-eight (28) days from the date of Letter of Award, CPSTL has right to cancel the award and forfeit the bid security to place the name of the successful bidder in the list of defaulting suppliers.

Further the successful bidder shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure. CPSTL, 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 successful bidder.

Official Purchase Order shall be released only after the receipt of the performance security. The performance security shall be in favor of CPSTL and shall be unconditionally en-cashable on demand by CPSTL and **shall be valid for a period not less than ninety-one (91) days beyond the scheduled delivery date.**

In exceptional circumstances, prior to expiry of the period of validity of the performance security, CPSTL may request to extend the period of validity for a specified additional period, in order to meet the delivery schedule.

## 2.2 CONTRACT AGREEMENT

The successful bidder (*hereinafter called and referred to as the Supplier*) would be called upon to enter into an agreement with CPSTL after successful award. The contract shall be signed within twenty-one (21) days from the date of Letter of Acceptance. A specimen of Contract Agreement is attached as per Annexure "E".

## 2.3 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.: 011-5668527, Fax.:011-2532682  
e-Mail: sgajadeera@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)

## 2.4 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.

- 80% of the total contract price of items quoted in USD will be paid upon the delivery of all the related product licenses and server hardware.
- The balance 20% of the contract price of items quoted in USD will be paid upon successful commissioning & acceptance of CPSTL, completion of handover 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 and monitoring services for the Extended Detection and Response System (XDR) solution covering for a 1-year period from the date of complete system

handover 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 the 1<sup>st</sup> 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.

## **2.5 DELAYS IN DELIVERY**

Where the supplier does not supply the item/s in due time, in accordance with the stipulated and agreed dates of delivery, as given in the Procurement document, the supplier shall when required by CPSTL be bound to supply such quantity/ties of item/s as may be necessary immediately by CPSTL by making suitable arrangements, in order that the said item/s will reach CPSTL in due time.

Should the supplier fail to arrange for the supply item/s in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the successful bidder for the required supplies and to claim from the supplier, the additional expenses thereby incurred by CPSTL.

## **2.6 LIQUIDATED DAMAGES**

Should the supplier fail to supply item/s, within the period specified or should he fail to replace any rejected quantity/ties within the period allowed, the supplier shall be liable to pay as pre-estimate of Liquidated Damages (LD), the sum of 1/300<sup>th</sup> of the total item value of the order per day for delay in executing the order, until the order is completed subject to a maximum of 10% of total item value of the order.

In case of such LD being imposed by CPSTL and such LD will be recovered from the supplier.

However, CPSTL reserves the right to cancel the award of the tender, if the item is not delivered within the delivery period agreed by the supplier without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10% of total item value of the order.

## **2.7 DEFAULTS BY SUCCESSFUL BIDDER**

If for any reason, in the opinion of CPSTL, the successful bidder becomes incapable or unable to supply item/s offered in their bid, CPSTL shall have the right to obtain such item/s from other sources without being liable in any manner whatsoever, to the successful bidder.

If the successful bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply item/s according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach.

The supplier in these circumstances shall also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPSTL bids.

## **2.8 PATENT INFRINGEMENT**

supplier shall defend any and all infringement suits in which CPSTL is made a defendant, alleging patent infringement on items purchased from him. 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.

## **2.9 CONTRACT NOT TO BE SUBLET**

Supplier shall not assign or sublet without the written authority of the Chairman, DPC; his obligations to supply the items bided 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.

## **2.10 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 Procurement document of CPSTL shall prevail.

## **2.11 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.

## **2.12 FORCE MAJEURE**

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Military power, Earthquake, Plagues or Tsunami, the bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals or connected with the supplier.

## **2.13 DISPUTES**

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka.

## **2.14 FURTHER INFORMATION**

Any other information or clarification required could be obtained from the Manager Procurement, Procurement Function, 01<sup>st</sup> Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya on any working day, between 0900 hrs. and 1600 hrs. before the closing date of the bid.

Telephone : +94-11-2572156/ +94-11-2547238

Facsimile : +94-11-2074299

Email : [procure@cpstl.lk](mailto:procure@cpstl.lk)

**The Chairman**

**Department Procurement Committee (Minor)**

**C/o Manager Procurement**

**Ceylon Petroleum Storage Terminals Limited**

**Procurement Function**

**01<sup>st</sup> Floor, New Building**

**Kolonnawa, Wellampitiya.**

**25.11.2025**

### **3. ELIGIBILITY CRITERIA**

#### **(Qualification Information)**

### 3. ELIGIBILITY CRITERIA (Qualification Information)

<b>(To be completed and submitted by the bidder, with the Bid) General Criteria</b>		
<b>A</b>	The bidder should be a registered corporate in Sri Lanka under the companies Act No 7 of 2007	<b>(Yes/No) .....</b> <b>Registration number</b> ..... <i>(Attach copies of relevant pages from the registration)</i>
<b>B</b>	The bidder should have experience in the IT Infrastructure services in Sri Lanka for a minimum period of 5 years.	<b>(Yes/No) .....</b> <i>(Documentary evidence should be provided)</i>
<b>C</b>	The bidder should have successfully commissioned at least 2 Endpoint Detection and Response Solution , each having at least 250 end point agents installed within last 5 years.	<b>(Yes/No) ..... (If Yes, a copy of the purchase order and customer referral with contact details should be attached for the reference)</b>
<b>D</b>	The bidder should have experience in maintaining and managing a Microsoft Active Directory based infrastructure consisting of more than 250 end user computing devices.	<b>(Yes/No) ..... (If Yes, a copy of the purchase order and customer referral with contact details should be attached for the reference)</b>
<b>E</b>	The bidder should be supported by an established OEM support channel for all equipment's provided under this project and the 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.	<b>(Yes/No) ..... (If yes, manufacturer authorization should be provided)</b>
<b>F</b>	Bidders should not be blacklisted by any government institution during the past 10 years. (If yes, provide details as attachment if need to review)	<b>(Yes/No) .....</b> <b>(If yes, provide details)</b>
<b>G</b>	The bidder should have at least LKR. 25 million annual average turnover for the last three years (2022-2023, 2023-2024, 2024-2025).	Are you exceeding the mentioned limit? (Yes/No) ..... Documentary evidence should be provided
<b>H</b>	A complete project plan should be provided for the installation, commissioning, user acceptance testing and handover considering a project delivery timeline of 3 months	<b>(Yes/No) .....</b> If Yes documentary evidence should be provided
<b>I</b>	Complete 24x7 helpdesk and support services escalation procedure should provided.	<b>(Yes/No) .....</b>

## **4. TECHNICAL SPECIFICATIONS**

## 4. TECHNICAL SPECIFICATIONS

### 4.1 TECHNICAL SPECIFICATIONS FOR ENDPOINT DETECTION & RESPONSE (EDR) SOLUTION WITH EXTENDED DETECTION AND RESPONSE (XDR) SYSTEM.

Compliance or non-compliance of all items to be specified in the relevant columns. In all cases accurate cross reference to technical literature by indicating the folio number etc. to be mentioned. Sufficient and authentic technical literatures to support claims of compliance to be provided. Bidder's failure to provide the information requested in the relevant columns may be a reason for the rejection of the bid.

Minimum Technical Specifications			Bidder Response (Yes / No)	Details and Technical Literature
1	Make <i>(Specify)</i>			
2	Model <i>(Specify)</i>			
3	Country of Origin <i>(Specify)</i>			
4	Country of Development <i>(Specify)</i>			
5	Manufacturer Authorization Should be Provided			
6	General Specifications			
6.1	Should be a purpose-built Endpoint Detection and Response (EDR) system with Extended Detection and Response (XDR) features-built in.			
6.2	The offered system should be listed in the Leaders Quadrant of the latest (2025) Gartner Magic Quadrant for Endpoint Protection Platforms.			
6.3	The platform offered should have references in the country for being deployed in at least 2 environments with above 350 endpoints			
6.4	Number of Licenses	400		
6.5	Subscription Period	1 Year		
6.6	The solution should be certified with the following international compliance standards:	ISO 27001		
		ISO 27014		
		ISO 27034-1		



		ISO 27017		
		SOC 2/3		
<b>7</b>	<b>Deployment, Management, and Operations</b>			
7.1	Solution should be Software as a Solution (SaaS ) offering with cloud based management			
7.2	The solution must support Windows 10, 11 endpoints, including Windows Servers			
7.3	Support centralized visibility and control of all services through single dashboard .			
7.4	Management console should provide granular role-based access to a tenant at different levels and scopes in order enable structured management.			
7.5	The solution should be capable of integrating with Microsoft Active Directory Domain Services to manage endpoints according to the domain structure.			
7.6	Solution must have an option of Syslog / SIEM Integration for longer retention of logs			
7.7	The proposed endpoint security vendor must have its own threat intelligence service to detect zero-day vulnerabilities and threats.			
7.8	Endpoint should be optimized with resource utilization and effectively and ultimately outperforms on CPU and network utilization and lightweight and optimized agent with right detection technique at the right time to ensure minimal impact on devices and networks			
<b>8</b>	<b>Threat &amp; Vulnerability Prevention Requirements</b>			
8.1	The solution should offer comprehensive protection against known and unknown threats.			
8.2	The proposed solution should have but not limited to	Antimalware with signature/Pattern based detection		
		Ransomware protection		
		Machine learning - pre-execution and runtime		
		Browser exploit protection		

		Behavior monitoring		
		Injection protection		
		Script protection		
		Anti-exploit		
		C&C communication prevention		
		Application control		
		File less malware prevention		
		File/web reputation		
8.3	The solution should offer a combination of signature-based malware protection, behavioral analysis, and AI/Machine-Learning based analysis.			
8.4	The solution should have the capabilities to prevent both zero-day and known remote code execution attacks, while delivering the most timely vulnerability protection in the industry across a variety of endpoints.			
8.5	Machine learning must have Pre-execution intelligence of extracting file features and run-time analysis of file/process behavior to identify threats.			
8.6	The solution must have behavior monitoring module to constantly monitor endpoints for unusual modifications to the operating systems or on installed software's to provide additional threat protection from programs that exhibit malicious behavior.			
8.7	The solution must have Anti-exploit module to terminate the program exhibiting abnormal behavior associated with exploit attacks.			
8.8	The solution must be able to detect multiple exploit techniques like memory corruption, logic flaw, malicious code injection/execution.			
8.9	The solution must provide a protection mechanism against ransomware in the event of a machine becoming compromised and should have feature with documents to be protected from unauthorized encryption or modification.			

8.10	The solution should include a host-based intrusion prevention system to block attacks originating from the network layer.		
8.11	The solution must be able to create copies of files being encrypted by a ransomware on the endpoint and it must be able to restore the affected files back to their original state.		
8.12	The solution must be able to identify communication over HTTP/HTTPS protocols and commonly used HTTP ports, it must be able to detect/prevent communications to Global C&C's and Allow administrators to create user defined list also.		
8.13	The solution must support host-based firewall with stateful inspection, option to create rules on the basis of Source/Destination/Port/Protocol/Application to provide stateful inspection and high performance network virus scanning		
8.14	The solution must have an integrated Application Control module to enhance defenses against malware and targeted attacks by preventing unknown and unwanted applications from executing on corporate endpoints with a combination of flexible, dynamic policies, whitelisting (default-deny) and lockdown capabilities.		
8.15	The proposed solution must include File Reputation Services, which assesses each file's reputation by consulting a comprehensive cloud-based database. Additionally, it should incorporate global domain-reputation databases where Web Reputation technology evaluates the credibility of web domains by assigning reputation scores.		
8.16	The solution integrated Application Control should provide global and local real-time threat intelligence based on good file reputation data correlated across a global network.		
8.17	The Product should protect the endpoint against malware, even when the system is not connected to the network. The agent needs to be fully autonomous meaning it does not need to have any dependency on Management Server/Cloud or		

	resources external from the Agent to detect and respond appropriately to sophisticated threats (Zero Day, File-less, Zero Day exploits, Ransom ware, Lateral movement, APT) in real time as the threats are detected.		
8.18	Proposed platform must support real-time dynamic identification and analysis of malicious content to detect and prevent zero-day attacks.		
8.19	The solution must have damage cleanup services to provide automated cleanup of the changes made by the malware including network and file-based malicious applications, and virus and worm remnants (Trojans, registry entries, and viral files).		
8.20	Product shall have machine learning capabilities and the ability to detect and block malicious files without relying on daily/weekly definition updates. Also, shall have the ability to detect and block bad behaviors exhibited from known-good files (such as outlined in the MITRE ATT&CK framework).		
<b>9</b>	<b>Device Control Features</b>		
9.1	Product should include the capability to manage and control the use of USB peripheral devices. (Allow Read & Write, Read only, Block)		
9.2	The solution Device Control capability must support Network Devices, USB, Mobile Storage, Non-Storage devices, Modems, Bluetooth adapter, COM/LPT ports, Imaging Devices, Wireless Nic, Infrared devices		
9.3	Product device control should provide easy configuration to allow blocked USB devices through device activity logs.		
9.4	Proposed product device control should provide device control to be implemented through multiple device definition levels such as device id, device family, device type and etc.		
9.5	Proposed product device control should log device activity of allowed and blocked devices.		
9.6	Proposed Product should have Bluetooth device control capabilities to allow & block.		

<b>10</b>	<b>Data Loss Prevention</b>			
10.1	The solution should include the ability to manage agent-based data loss prevention without requiring a separate license activation.			
10.2	The DLP (Data Loss Prevention) templates should be designed to comply with international data protection standards, ensuring adherence to regulations such as GDPR, CCPA, and others. Additionally, the system should allow for the creation of customized DLP templates, enabling organizations to tailor data protection measures to their specific needs and industry requirements.			
10.3	Data Loss Prevention (DLP) should be able monitor data transmission across the following network channels:	Email clients		
		FTP		
		HTTP and HTTPS		
		IM applications		
		SMB protocol		
		Webmail		
10.4	Data Loss Prevention (DLP) should have the ability to monitors emails sent through various email clients by inspecting the subject line, body content, and attachments for specific data identifiers.			
10.5	Data Loss Prevention (DLP) is capable of monitoring the following system and application channels	Cloud storage services		
		Data recorders (CD/DVD)		
		Peer-to-peer applications		
		PGP encryption		
		Printers		
		Removable storage devices		
		software (e.g., ActiveSync)		
		Windows clipboard		
<b>11</b>	<b>Update Distribution</b>			

11.1	The solution should have a mechanism to distribute all security updates and policy updates via decentralized update sources.		
11.2	The solution should include a configuration option to modify update sources.		
11.3	All updates (including Endpoint Sensor, Antivirus patterns, Machine Learning Module, and Intrusion Prevention) must be distributed to specific groups before being deployed across all security endpoints.		
11.4	Additionally, updates should be scheduled with a deployment plan that allows to deploy updates real-time , delay options, or the ability to set a specific update time to avoid issues related to immediate updates.		
<b>12</b>	<b>Notifications &amp; Reporting</b>		
12.1	Email notification capability to alert IT staff about suspicious activities that may pose security threat to the organization in real time		
12.2	Should provide both real-time and historical reporting capability and share reports via email		
12.3	Product should provide on demand and scheduled reports		
<b>13</b>	<b>Threat Visualization</b>		
13.1	The proposed product must support the display of entity and activity data. Search on behavioral patterns in all fields of coverage (users, files, machines, network traffic).		
13.2	The solution enables security teams to proactively hunt for threats and investigate incidents with detailed context and historical data.		
13.3	A unified interface allows for the detection, investigation, and response to suspicious activities, malware, ransomware, disruptions, and other critical threats.		
13.4	The proposed solution utilizes data from native sensors, global threat intelligence feeds, and third-party sources.		
13.5	The Product shall be able to easily identify root cause of security events. The Root cause analysis must simplify investigations for the team by		

	identifying the sequence of events and root cause of alerts.		
13.6	The solution should have automates the process of investigating alerts and incidents, reducing the time and effort required for security teams to respond to threats		
13.7	The proposed product must support cross-organization queries. search for the occurrence of process, file, network, or user activities across all endpoints.		
<b>14</b>	<b>Installation, Configuration, Commissioning and 24x7 Monitoring and Threat Mitigation Services</b>		
14.1	The bidder should carry out a complete turnkey installation of the Endpoint Detection & Response Solution with Extended Detection and Response System.		
14.2	The Endpoint Detection & Response Solution with Extended Detection and Response (XDR) System should be deployed on 50 nos of predefined endpoints (Computers)		
14.3	24x7 technical support services should be provided for the End Point Detection & Response System with Extended Detection and Response System (XDR) for a 1-year period from the date of complete system hand over		
14.4	24x7 monitoring and threat mitigation services should be provided for the End Point Detection & Response System with Extended Detection and Response System (XDR) for a 1-year period from the date of complete system hand over		

## 4.2 TECHNICAL SPECIFICATIONS FOR MICROSOFT ACTIVE DIRECTORY DEPLOYMENT SERVER

Minimum Technical Specifications		Bidder Response (Yes / No)	Details and Technical Literature
1	Make <i>(Specify)</i>		
2	Model <i>(Specify)</i>		
3	Country of Origin <i>(Specify)</i>		
4	Country of Manufacture <i>(Specify)</i>		
5	3 Year comprehensive manufacturer warranty		
6	Manufacturer should be ISO 9001 accredited		
7	Manufacturer Authorization should be provided		
8	Features and Specifications		
8.1	Should be a 1U Rack Server with TPM compliance		
8.2	It should consist of a single Intel® Xeon® 6507P Processor with 8-Core 3.50GHz 48MB Cache (150W) or higher		
8.3	Should consist of 32GB DDR5 6400MHz ECC RDIMM Server Memory		
8.4	Should consist of 4 Nos of 3.5",SATA ,7200 RPM Enterprise grade Hard Drives, each with a capacity of 1TB		
8.5	Should consist of a dedicated RAID controller supporting RAID-10		
8.6	Should consist of a 2 Nos of built in 1GbE Network Interfaces		
8.7	Should consist of 2 USB 3.2 Gen1 Type-A or higher ports		
8.8	Should have the ability to perform remote diagnostics and system health checks		
8.9	Should have a redundant power supply system operational on 220/240V (50Hz)		
9	Warranty and Product Support		



9.1	Comprehensive 3-year warranty and support services should be provided		
9.2	Original equipment manufacturer should maintain all required spare parts in an independent in country parts depot.(proof documents should be attached along with the bid)		
9.3	Should have 24x7 access to the manufacturer's Customer service support center via phone and email for requesting troubleshooting assistance.		

## **5. SCHEDULE OF PRICES**

## SCHEDULE "A"

### 5. SCHEDULE OF PRICES

#### 5.1 USD COMPONENTS – TABLE 1

ITEM DESCRIPTION		QTY.	UNIT PRICE (USD)	TOTAL VALUE (USD) Excl. Taxes
01	End Point Detection & Response System (EDR) with Extended Detection and Response System (XDR) with 1 year support and subscription	400		
02	Microsoft Active Directory Deployment Servers (Primary Domain Controller & Secondary)	02		
03	Microsoft Windows Server 2025 Standard Edition (16 Core License) with 25 Client Access Licenses.	02		
04	Other Costs* (specify breakdown)			
<b>SUB TOTAL VALUE (USD) Exclusive of all Taxes</b>				
05	Social Security Contribution Levy (SSCL)			
06	Value Added Tax (VAT, 18%)			
<b>TOTAL VALUE (USD) Inclusive of all Taxes</b>				

#### 5.2 USD COMPONENTS – TABLE 2 (RENEWAL)

ITEM DESCRIPTION		QTY.	UNIT PRICE (USD)	TOTAL VALUE (USD) Excl. Taxes
01	Renewal of the End Point Detection & Response System with Extended Detection and Response System (XDR) for 2nd year support and subscription	400		
	<b>TOTAL VALUE (USD) Inclusive of all Taxes for Year2</b>			
02	Renewal of the End Point Detection & Response System with Extended Detection and Response System (XDR) for 3rd year support and subscription	400		
	<b>TOTAL VALUE (USD) Inclusive of all Taxes for Year3</b>			

### 5.3 LKR COMPONENTS – TABLE 3

ITEM DESCRIPTION		TOTAL (LKR)	VALUE
01	Installation, configuration and commissioning, End Point Detection & Response (EDR) with Extended Detection and Response (XDR) System on 50 pre-defined Computers.		
02	Installation, configuration, and documentation of Microsoft Active Directory Servers including enrollment of up to 50 pre-defined Computers in the new Microsoft Active Directory Infrastructure		
03	24x7 technical support services for the End Point Detection & Response (EDR) and Extended Detection and Response System (XDR) solution for a 1-year period from the date of complete system handover		
04	24x7 monitoring and threat mitigation services for the End Point Detection & Response (EDR) and Extended Detection and Response (XDR) solution for a 1-year period from the date of complete system handover		
05	Other costs*		
<b>SUB TOTAL VALUE (LKR) Exclusive of all Taxes</b>			
06	Social Security Contribution Levy (SSCL)		
07	Value Added Tax (VAT, 18%)		
<b>TOTAL VALUE (LKR) Inclusive of Taxes</b>			

VAT (*If applicable*) : .....

VAT Reg. No. : .....

*“If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid”*

• Delivery Period up to CPSTL : .....

*(Minimum requirement as per COC clause 2.3)*

• Country of Origin/Manufacture: .....

Name & Address

of the Manufacturer :.....

.....

.....

Name of the Bidder :.....

Address :.....

.....

Telephone: .....

Facsimile: .....

E-mail: .....

**Signature of the Bidder: .....**      **Date:.....**

**(Common Seal)**

#### 5.4 TECHNICAL SUPPORT (LKR COMPONENTS) – TABLE 4

ITEM DESCRIPTION		TOTAL VALUE (LKR) Excl. Taxes
01	24x7 technical support services for the End Point Detection & Response (EDR) and Extended Detection and Response System (XDR) solution for 2nd Year	
02	24x7 monitoring and threat mitigation services for the End Point Detection & Response (EDR) and Extended Detection and Response (XDR) solution for 2nd Year	
	<b>TOTAL VALUE (LKR) Inclusive of Taxes for Year2</b>	
03	24x7 technical support services for the End Point Detection & Response (EDR) and Extended Detection and Response System (XDR) solution for 3rd Year	
04	24x7 monitoring and threat mitigation services for the End Point Detection & Response (EDR) and Extended Detection and Response (XDR) solution for 3rd Year	
	<b>TOTAL VALUE (LKR) Inclusive of Taxes for Year3</b>	

#### \*Local support and monitoring services during renewal period(s)

Name of the Bidder : .....

Address : .....

: .....

Telephone: .....

Facsimile: .....

E-mail: .....

Signature of the Bidder: ..... Date: .....

(Common Seal)

## 6. FORM OF BID

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

Dear Sir,

**BID FOR SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION.**

- A-1** Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHRE WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION – Tender Ref No: KPR/59/2025 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 Procurement document.
- A-5** I/We agree to abide by this bid **minimum until 24.02. 2026**. 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 and 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 bond (in case of a bank guarantee) contained in Annexure "C" 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 to CPSTL **within 03 Months** period from the date issue of the Purchase Order.
- A-9** If our bid is accepted, we commit to accept the COC clause 2.4; 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 Department Procurement Committee (Minor), Ceylon Petroleum Storage Terminals Limited.

***Cont....***

**A-11** I/We offer the total price of.....  
..... *[insert total USD price in figures exclusive VAT as shown in  
Schedule A (Table 01)]*

..... *[insert total LKR price in  
words exclusive VAT as shown in Schedule A (Table 03)]*

for the **SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION** to Ceylon Petroleum Storage Terminals Limited as detailed out in this Procurement document and details of the total price is as given in the Schedule of Prices - Schedule "A".

**Dated this** ..... **day of** .....**2025** *[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 Seal)**

**Witnesses:**

**1. Signature:** .....

**2. Signature:** .....

Name: .....

Name: .....

Address: .....

Address: .....

.....

.....

.....

.....



**7. NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

**SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHRE WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION. – KPR/59/2025**

I .....of .....as the tenderer or agent (bearing NIC No. ....) hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That I have not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing me, entered into any combination, collusion, or similar agreement with any person in connection with the price to be tender;
- b) That I or anyone representing me has not taken any step whatsoever to prevent any person from tendering, nor to induce anyone to refrain from tendering; and
- c) That this tender is made without reference to any other tender and without any agreement, understanding, or combination with any other person in reference to this tender.

I further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this tender.

I accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the tender process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirming above named and he/she having understood the contents therein and admitted to be correct, affirmed and ..... set his/her signature hereto before me)

Signature of bidder on this ..... day of ..... 2025 at .....

NIC No:.....

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

**Official Seal:**

## ANNEXURE “C”

### 8. FORMAT OF BID SECURITY GUARANTEE

*[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

.....

*[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]*

**Beneficiary:** Ceylon Petroleum Storage Terminals Limited,

**Date:** ..... *[insert (by issuing agency) date]*

**Bid Guarantee No:** ..... *[insert (by issuing agency) number]*

**Sum Guaranteed:** ..... *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that .....*[insert (by issuing agency) the name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called “the Bidder”) has submitted to you its bid dated .....*[insert (by issuing agency) date]* (hereinafter called “the Bid”) for SUPPLY, INSTALLATION ,COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION under Tender Reference No: KPR/59/2025 (“the Tender”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we .....*[insert (by issuing agency) the name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[insert (by issuing agency) the amount in figures]* .....*[insert (by issuing agency) the amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder,

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the Tender; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
  - (i) fails or refuses to execute the Contract Form, if required, or
  - (ii) fails or refuses to furnish the Performance Security, in accordance with the Conditions of Contract (hereinafter “the COC”) of the Tender.

This Guarantee shall expire:

- (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or

**Cont....**

- (b) if the Bidder is not the successful bidder, upon the earlier of our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ..... *[insert (by issuing agency) the date (minimum till 24.03.2026)]*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date .....

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

.....

*[signature(s) of authorized representative(s)]*

**Seal (where applicable)**

## ANNEXURE “D”

### 9. FORMAT OF PERFORMANCE SECURITY GUARANTEE

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

.....

*[insert (by issuing agency) the name, address and issuing branch or office of the issuing agency]*

**Beneficiary:** *Ceylon Petroleum Storage Terminals Limited*

**Date:** ..... *[insert (by issuing agency) date]*

**Performance Guarantee No.:** ..... *[insert (by issuing agency) number]*

**Sum Guaranteed:** ..... *[insert (by issuing bank) the amount of the bank guarantee in figures & in words]*

We have been informed that .....*[insert (by issuing agency) name of the Supplier]* (hereinafter called “the Supplier”) has entered into Contract No. KPR/59/2025 dated .....*[insert date of bid]* with you, for the SUPPLY, INSTALLATION ,COMMISSIONING OF AN ENDPPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION under Tender Reference No: KPR/59/2025 (hereinafter called “the Contract”)

Furthermore, we understand that, according to the Conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we ..... *[insert (by issuing agency) the name of the issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[insert (by issuing agency) the amount in figures]* .....*[insert (by issuing agency) the amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of ....., 2026 *[Insert (by issuing agency) date, ninety one (91) days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

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

.....

***[signature(s) of authorized representative(s)] Seal (where applicable)***

## ANNEXURE “E”

### 10. FORMAT OF CONTRACT AGREEMENT – KPR/59/2025

THIS CONTRACT AGREEMENT is made and entered into at Colombo on the ..- **day of .....** 2025

BY AND BETWEEN

- (1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No. 23 of 1987 and registered under the Companies Act No. 07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (*hereinafter called and referred to as “the Purchaser” which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns*) of the one part and,
- (2) .....a body established under the Companies Act No.07 of 2007 under the Company Registration Number .....and having its registered office at .....(*hereinafter called and referred to as “the Supplier” which terms or expression as herein used shall where the context so requires or admits mean & include the said ....., its successors, agents and assigns*) as the other part.

WHEREAS the Purchaser invited bids for the Supply of certain Goods and ancillary services, viz., “SUPPLY, INSTALLATION ,COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION – Tender Ref No: KPR/59/2025” and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert price in words and figures exclusive VAT & inclusive VAT*](*hereinafter called and referred to as “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract.
  - This Contract Agreement
  - The Conditions of Contract
  - The Suppliers Bid dated [*insert the date of the bid*]
  - Original Price Schedules
  - Letter of Award dated [*insert the date of the letter of acceptance*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

**Cont....**

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

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 indicated above.

**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:

In the presences of witness:

Name : .....

Name : .....

NIC No : .....

NIC No : .....

Signature : .....

Signature : .....

Address : .....

Address : .....

.....

.....

.....

.....

## ANNEXURE “F”

### 11. 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 shall be typed on the letterhead of the Manufacturer and shall be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

**Date:** ..... *[insert date]*

**Name of Tender:** SUPPLY, INSTALLATION, COMMISSIONING OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION Tender Ref: KPR/59/2025

To: The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa, Wellampitiya.

#### 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 factory]*, do hereby authorize ..... *[insert complete name of authorized agent]* to submit a bid 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.

**Signed** *[insert signature of authorized representative]* .....

**In the Capacity of** *[insert title of authorized representative]* .....

**Name** *[insert printed or typed name of authorized representative]* .....

**Duly authorized to sign this Authorization on behalf of** .....  
*[insert complete name of Manufacturer]*

**Address** *[insert the address of the Manufacturer]:*

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

**Company Seal (Rubber Stamp)**

**Date:** .....

## ANNEXURE "G"

### 12. FORMAT OF SIGNATURE AUTHORIZATION

*[The Bidder shall fill in this Form in accordance with the instructions indicated. This letter of signature authorization shall be typed 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 OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHER WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION Tender Ref: KPR/59/2025

To: The Chairman  
Department Procurement Committee (Minor)  
C/o Manager Procurement  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa, Wellampitiya.

#### 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 OF AN ENDPOINT DETECTION & RESPONSE SOLUTION WITH EXTENDED DETECTION AND RESPONSE SYSTEM TOGETHRE WITH MICROSOFT ACTIVE DIRECTORY IMPLEMENTATION, 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]:* .....

**Duly authorized to sign this Authorization on behalf of:** .....

*[insert complete name of the bidder]*

**Authorized Officer of the bidder** *[Name: ]* .....

**Capacity** *(Proprietor/Partner/Chairman/Director):* .....

**Signature:** .....

**Company Seal (Rubber Stamp)**

**Date:** .....



## ANNEXURE "H"

### 13. COMPLIANCE / DEVIATIONS SHEET

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

S/N	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as per ITB clause 1.6, submitted <i>(if applicable)</i>		
02.	Signature Authorization Letter as per ITB clause 1.10, submitted		
03.	Bid Security as per ITB clause 1.19, submitted		
04.	Letter of Manufacturer's Authorization as per ITB clause 1.20, and Annexure "F", submitted		
05.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.21 and Schedule "A", submitted		
06.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.22 and Annexure "A", submitted		
07.	Compliance with Performance Security as per COC clause 2.1, in case of award		
08.	Compliance with Contract Agreement as per COC clause 2.2, in case of award		
09.	Compliance with Delivery Schedule as per COC clause 2.3, in case of award		
10.	Compliance with Mode of Payment as per COC clause 2.4, in case of award		

Signature of the Bidder: .....

Date:.....

(Common Seal)