

MINISTRY OF POWER & ENERGY
CEYLON PETROLEUM STORAGE TERMINALS LIMITED



BIDDING DOCUMENT

**SUPPLY, DELIVERY, INSTALLATION OF DATA
STORAGE AND MANAGEMENT SYSTEM FOR ERP
SYSTEM (PRIMARY & DR SITE) INCLUDING
EXISTING WORKLOAD MIGRATION**

BID NO.: KPR/43/2024

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

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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LTD (CPSTL)

SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTE FOR ERP SYSTEM (PRIMARY & DR SITE) INCLUDING EXISTING WORKLOAD MIGRATION BID NO: KPR/43/2024

1. The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL) invite sealed Bids for SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION and receiving will be closed at 1400 hrs. on 18.07.2024. Bids should be submitted on the bidding documents obtainable from Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa up to 17.07.2024 On payment of non-refundable tender fee of LKR 6,000.00.
2. Interested parties may refer the bidding document (only for viewing purpose) and obtain necessary information through the website www.cpstl.lk or inspected free of charge at the office of Procurement Manager, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.
3. All **bidders** shall be registered with the Registrar of Companies, under the experience given below.
 - (i) Business Registration required. Bidder shall produce a valid copy of the certificate of incorporation/business registration issued by the respective authority.
 - (ii) Experience Required:

The bidder Should be able to produce at least 2 references of similar capacity projects completed within last 5 years in Sri Lanka by providing Performance certificates, completion certificates etc. of previously completed projects or services with the bid.

Documentary evidence for above (i) and (ii) shall be submitted along with the bid. The companies which do not possess required experience specified in 3 (ii) above shall be considered as disqualified and such offers will be rejected.
 - (iii) Eligibility Criteria:

All required documentary evidence shall be submitted as per the Annexure “J”
4. A pre bid meeting will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the bidding document at 1000 hrs. on 05.07.2024 via video conferencing method.

5. Bids shall be valid up to 03.10.2024 days.
6. Bids must be accompanied by a bid security for a minimum sum of Hundred Fifty Thousand Sri Lankan Rupees) **LKR 150,000.00** (in the form of a Bank Guarantee or a Bank Draft obtained from a commercial bank with the authority of a License issued by the Monetary Board (Central Bank) of Sri Lanka and payable to the Ceylon Petroleum Storage Terminals Limited.
7. Bid Security shall be valid up to 31.10.2024 from the date of opening of the Bid and beyond any extension subsequently requested.
8. Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000.00)**.
 - (i) An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender.**
 - (ii) If the tender applicant and the tenderer is the same party he must be registered prior to the award of the tender.
9. Deadline for submission of Bids shall be 1400 hrs 18.07.2024
10. Sealed Bids may be dispatched either by registered post or hand delivered to The Chairman, Departmental Procurement Committee, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa to receive before closing time.
11. Bidders or their authorized representatives are requested to be present at the Bid opening.
12. For further details or clarifications, Bidders may contact Manager Procurement, Procurement Function, CPSTL, Oil Installation, Kolonnawa. Tel. No. 011-2572156.

The Chairman,
Department Procurement Committee,
C/ o Manager Procurement,
Procurement Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

1.0 INSTRUCTION TO BIDDERS (ITB)

TECHNICAL & FUNCTIONAL SUPPORT SERVICE FOR SAP ERP SYSTEM

1.1 INTRODUCTION

The Chairman, Department Procurement Committee (minor) DPC(, on behalf of the Ceylon Petroleum Storage Terminals Limited)CPSTL(, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka will invite sealed bids from eligible Parties / Companies for SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION conforming to the terms, conditions & specifications given under this bidding document.

Ceylon Petroleum Storage Terminals Limited (CPSTL) offers SAP ERP system services to Ceylon Petroleum Corporation (CPC), Lanka IOC PLC (LIOC), and Sinopec, which includes CPSTL itself. Core-Business Applications run on SAP ERP system and the current SAP landscape is hosted on premise with four systems namely as Development (DEV), Quality (QAS), Training (TRN) and Production (PRD). Currently the SAP landscape is on IBM PowerVM based virtual machines configured on IBM Power 8 Series s824 servers with IBM AIX 7.1 operating system and with Oracle 12c, with ERP version 6.0 (i.e. SAP ECC 6.0 (EHP 0)). Disaster Recovery(DR) Site is located in Dialog IDC with Oracle Data Guard Configured for Production workloads.

This tender aims to acquire a compatible data storage system for both the Primary and Disaster Recovery (DR) sites, as the existing storage is approaching its maximum capacity. The status of the currently used IBM Storwize V5000 (Primary & DR) pools is detailed in Annexure-K

The selected Bidder will be responsible for delivering a comprehensive storage solution, along with all necessary equipment and software for both the Primary and Disaster Recovery (DR) sites. This includes supplying, delivering, configuring, and installing the storage system with existing ERP.

CPSTL shall make the payment as per the terms of Mode of Payment, COC clause 2.5 of the Conditions of Contract of this bidding document.

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

The bidder shall bear all costs associated with the preparation and submission of 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 for Bids ”will be rejected.

1.2 CONTENTS OF BIDDING DOCUMENT

Bidding document consists of the following:

01. Invitation for Bids
02. Instructions to Bidders (ITB)
03. Conditions of Contract (COC)
04. Schedule of Prices - Annexure "A"
05. Scope of Work and Technical Specification - Annexure "B"
06. Form of Bid - Annexure "C"
07. Format of Bid Security - Annexure "D"
08. Format of Performance Security - Annexure "E"
09. Format of Signature Authorization - Annexure "F"
10. Format of Contract Agreement - Annexure "G"
11. Format of Manufactures Authorization - Annexure "H"
12. Form of Compliance / Deviation Sheet - Annexure "I"
13. Eligibility Criteria - Annexure "J"
14. System Information - Annexure "K"

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

1.3 ISSUE OF BIDDING DOCUMENTS

Bidding documents could be obtained on submission of a written request on company letter head, during working days between 0900 hrs and 1400 hrs .17.07. 2024, upon payment of a non-refundable bidding document fee of Six Thousand Sri Lankan Rupees)LKR 6,000.00(per document to the Cashier, Ground Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya,.

1.4 BUSINESS REGISTRATION

Authorized agent should register with the Registrar of Companies and shall produce a copy of Certificate (legally attested copy) of Registration issued by the Registrar of Companies of Sri Lanka together with the offer.

1.5 PRE BID MEETING

A pre bid meeting will be held with the prospective bidders or their authorized representative/s to clarify any matters relating to the bidding document at 1000 hrs. on 05.07.2024 via video conferencing method.

1.6 DOCUMENTS & DETAILS TO ACCOMPANY BID

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

- 1) Duly completed Price schedule as per Annexure “A”.
- 2) Duly completed and certified document of Scope of Work and Technical Specification of Reference sheet as per Annexure “B”.
- 3) Form of Bid as per Annexure “C”
- 4) Format of Bid Security Annexure “D”
- 5) Format of Performance Security Annexure “E”
- 6) Signature authorization – Authorization letter from the company (bidder) authorizing the signatory for signing the tender on behalf of the bidder in the format given in Annexure “F”
- 7) Manufactures Authorization Annexure “H”
- 8) Duly completed form of Compliance / Deviation Sheet Annexure “I”.
- 9) Duly completed and certified documents of Eligibility requirement as per Annexure J”.
- 10) Bid validity period.
- 11) Detailed Profile of the Bidder.
- 12) Copy of Certificate of Incorporation / Copy of Business registration - as per ITB clause 1.4) if applicable(
- 13) Previous experience of the bidder and past records of the work carried out for last five)05(years together with employer details.
- 14) Financial particulars for three years. (2021,2022,2023)
- 15) All other details and documentary requirements as requested under this tender.

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

1.7 SUBMISSION OF BID

Bidders should quote their prices in the annexed “Schedule of Prices” and forward same in duplicate. The Original & Duplicate copy of the Bid should be placed in separate envelopes marked “ORIGINAL” & “DUPLICATE”. Both envelopes should be enclosed in one securely sealed cover marked **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION – Bid No: KPR/43/2024 Closing Date: 18.07.2024** on the top left-hand corner, and addressed to the Chairman, Department Procurement Committee (Minor), Procurement Function, 01st Floor, New Building, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya or bidders could deposit their offers in the Tender Box provided for this purpose available at the above address.

The Bidder should submit their bid documents by Registered post, Courier service or by hand delivery, not later than 1400 hrs. on 18.07.2024.

1.8 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 as per the format in **Annexure “ F”**

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

1.9 FORMAT & SIGNING OF BID

The bidder shall prepare an original and a duplicate of the bid specified above, clearly marking as **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION No: KPR/43/2024**, original and duplicate as appropriate. In the event of any discrepancy between the original and duplicate, the original shall govern.

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

The original and the duplicate of the bids shall be typed, or written in indelible ink, and shall be signed by the person/s duly authorized by the bidder.

All pages of the bid except for un-amended printed literature shall be initialled by the person/s signing the bid.

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

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BID

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

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

The bidder shall provide an original and a duplicate, as specified in the ITB clause, if any modification or substitution to his/her bid, clearly identified as such in two envelopes, duly marked “ORIGINAL” & “DUPLICATE”. The envelopes shall be sealed in an outer envelope, duly marked “BID MODIFICATION or BID SUBSTITUTION - **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP**

SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION – Bid No: KPR/43/2024” – CLOSING DATE: 18.07.2024

A bidder wishing to withdraw his/her bid shall notify CPSTL in writing by post or by hand at the address which is indicated in ITB clause, prior the deadline for submission of bids. The notice of withdrawal shall bear the bid name and the words “BID WITHDRAWAL NOTICE”. Bid modifications, substitutions or withdrawal notices received after the deadline for submission of bids will be ignored, and the submitted bid will deem to be valid.

1.11 CLOSING & OPENING OF BID

Bids, enclosed, sealed marked & addressed as aforesaid, should be sent under registered cover or sealed cover to reach the Chairman, Department Procurement Committee (Minor), not later than **1400 hrs. on 18.07.2024 or sealed cover to reach,**

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

not later than 1400 hrs. on 18.07.2024 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 bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before 1400 hrs. on 18.07.2024 subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.
3. 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 etc.).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs are strictly not entertained.
5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
 - a. Bids will be closed at 1400 hrs. on 18.07.2024

- b. **Late Bids** Any Bid received after the closing time for submission of Bid will be rejected and returned unopened to the Bidder.

1.12 MINIMUM VALIDITY PERIOD OF BIDS

- a. All bids should be valid until 03.10.2024 (77 days) Bidders should, however, clearly indicate the maximum period that their offer would be valid.
- b. A bid valid for a shorter period shall be rejected by the CPSTL as non-responsive. In exceptional circumstance, prior to expiry of the period of validity of bid, the CPSTL may request that the bidders extend the period of validity for a specified additional period.
- c. All the prices indicated in the Schedule of Prices shall be firm & shall not be subject to any price variation within the validity period of offer specified in (a) above.
- d. On acceptance of the offer, prior to expiry of the period of validity of bid, the validity of offer should be extended for purposes of issue the purchase order and other required documentation if required.

1.13 FORM OF BID

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

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

1.14 SCHEDULE OF PRICES

- a) Schedule of Prices shall be in the form of the Annexure “A” given in the document. Bidders are required to duly sign and return the Schedule of Prices marked Annexure “A”.
(Price break down are required for each and every item in the Schedule of Prices - Annexure “A”)
- b) Bids not submitted on the prescribed form and in the manner required are liable for rejection.

1.15 BID SECURITY

Each bid shall be accompanied by a bid security, undertaking that the offer will be held valid for the specified period, and that the offer will not be withdrawn during that period .Such security shall be,

- (i) in the form of a bank draft issued by a recognized commercial bank operating in Sri Lanka,
or
- (ii) in the form of a bank guarantee issued by a recognized commercial bank operating in Sri Lanka,

The bank operating 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 Hundred Fifty Thousand Sri Lankan Rupees (**LKR 150,000.00**).

or

- (iii) bidders could deposit money to the CPSTL Cashier as the bid security for a minimum sum of Hundred Fifty Thousand Sri Lankan Rupees (**LKR 150,000.00**).

The Bid Security shall be unconditionally en-cashable on demand by CPSTL and shall be valid minimum until **.31.102024. (77 + 28 days)**

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

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 1.15 .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 .

1.16 CORRECTIONS OF ERRORS

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

- a) Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.

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

1.17 POWER TO ACCEPT OR REJECT OFFERS

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

1.18 AWARDING CRITERIA

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

1.19 NOTICE OF ACCEPTANCE

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

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

2.0 CONDITIONS OF CONTRACT (COC)

2.1 SCOPE OF WORK

The selected bidder shall provide comprehensive storage solution which involves supplying, delivering, configuring, and installing the storage management system, as well as migrating existing ERP workloads from Primary and Disaster Recovery to the new storage solution.

The bidder should comply and submit the Annexure “B” - Scope of Work and Technical Specification.

2.2 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, shall furnish at his own expense a performance security, in one of following forms within fourteen)14 (days of such notification .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 issued by a recognized commercial bank operating in Sri Lanka, or

The bank operating 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, in a minimum sum **equivalent to 05 %of the total contract value)exclusive taxes (of the accepted bid in Sri Lankan Rupees)LKR (** or

- (iii)successful bidder could deposit money to the CPSTL Cashier as the performance security for a minimum sum **equivalent to 05 %of the total contract value)exclusive taxes (of the accepted bid in Sri Lankan Rupees (LKR).**

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

If the successful bidder fails to furnish the performance security as aforesaid, his name shall be placed in the list of defaulting contractors .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 .

The successful bidder, in the event of his failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which CPSTL may sustain in consequence of such failure and the bid security, shall be forfeited .

Official Purchase Order shall be released only after the receipt of the performance security . The performance security shall be in favour of CPSTL and shall be unconditionally en-cashable

on demand by CPSTL and **shall be valid for a period not less than twenty-eight) 28 (days beyond the scheduled completion 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.

2.3 CONTRACT AGREEMENT

The successful bidder (Contractor) would be called upon to enter into an agreement with CPSTL after successful award for a period of one year. A specimen of Contract Agreement is attached as per Annexure “G”

2.4 DELIVERY

Storage Management Solution and allied services should be Delivered, Installed, Configured at Ceylon Petroleum Storage Terminals Limited within a period of Four (04) weeks from the date of Purchase Order, on agreed schedule. Bidder should indicate the detailed schedule in their offer.

2.5 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.**
- 50% of the total contract price of items quoted in **USD** will be paid upon the delivery of Hardware devices along with the software applications.
- The balance 50% of the contract price of items quoted in **USD** as per the Table -01 in Annexure “A” will be paid upon successful commissioning & acceptance of CPSTL, completion of hand over and System Go Live.
- The full contract price for Installation, Configuration and Commissioning quoted in **LKR** would in line item 01 as per the Table -02 in Annexure “A” will be paid upon the successful completion of the User Acceptance Test (UAT).
- For the balance payment for 03 years, as per the Table-02 in Annexure “A” would be made on every six month basis upon submitting written confirmation of work carried out at site or remotely and all such payments would be made after validation from CPSTL IT function

2.6 DEFAULTS BY THE CONTRACTOR

If for any reason, in the opinion of CPSTL, the Contractor becomes incapable or unable to supply the entire service offered in his bid, CPSTL shall have the right to obtain such work from other sources without being liable in any manner whatsoever, to the Contractor .

If the Contractor, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the supply of service according to the terms and conditions, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach .

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

2.6.1 TERMINATION

The Ceylon Petroleum Storage Terminals Limited shall reserve the right to terminate the contract with one-month notice in the event the successful Bidder defaults his service and shall reserve to obtain such service from other sources without being liable in any manner whatsoever to the Contractor.

2.7 DELIVERABLES

- i). Items Inventory report
- ii). UAT report
- iii). Migration Plan

2.8 FORCE MAJEURE

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

2.9 LIQUIDATED DAMAGES

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

2.10 PATENT INFRINGEMENT

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

2.11 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 CONTRACT NOT TO BE SUBLET

The Bidder shall not assign or sublet without the written authority of the Chairman / Department Procurement Committee (Minor) CPSTL, his obligations to supply the items bid 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.

2.13 CONFIDENTIALITY

CPSTL considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to CPSTL. It should be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of CPSTL

After being awarded the tender, the bidder is required to sign a Non-Disclosure Agreement (NDA), with CPSTL.

2.14 ANY OTHER INFORMATION

Any other information or clarification required could be obtained from the Chairman – Department Procurement Committee (Minor), C/o Manager Procurement, 01st Floor, New Building, Procurement Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya on any working day, between 0900hrs and 1600 hrs not later than 07 days before the closing date of tender given in ITB clause.

Telephone :0094-11-5750764

Fax :0094-11-2572156

E-mail :procure@cpstl.lk

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

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

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

ANNEXURES

- | | | |
|--|---|--------------|
| 1. Schedule of Prices | - | ANNEXURE “A” |
| 2. Scope of Work and Technical Specification | - | ANNEXURE “B” |
| 3. Form of Bid | - | ANNEXURE “C” |
| 4. Form of Bid Security | - | ANNEXURE “D” |
| 5. Form of Performance Security | - | ANNEXURE “E” |
| 6. Format of Signature Authorization | - | ANNEXURE “F” |
| 7. Form of Contract Agreement | - | ANNEXURE “G” |
| 8. Format of Manufactures Authorization | - | ANNEXURE “H” |
| 9. Form of Compliance / Deviation Sheet | - | ANNEXURE “I” |
| 10. Eligibility Criteria | - | ANNEXURE “J” |
| 11. System Information | - | ANNEXURE “K” |

ANNEXURE “A”

SCHEDULE OF PRICES

No.	Description	Quantity	Unit Price (USD)	Total Amount in (USD)
1	Cost of data storage solution for Primary DC including 3-years warranty			
2	Cost of data storage solution for DR including 3-years warranty			
3	Any other cost (should specify each)			
	Total Cost without tax			
	(Less) Discount if any			
	Total cost after discount			
	SSCL (If applicable)			
	Total Without VAT			
	18% VAT (if applicable)			
	Total cost with all taxes			

Table 1.0

No.	Description	Total Amount Per year (LKR)
1	Workload Migration and Integration to Existing ERP System of CPSTL (Primary & DR)	
2	Local support for 03 years	
3	Any other cost (should specify each)	
	Total Cost without tax	
	(Less) Discount if any	
	Total cost after discount	
	SSCL (If applicable)	
	Total Without VAT	
	18% VAT (if applicable)	
	Total cost with all taxes	

Table – 2.0

Note: DC = Data Centre, DR = Disaster Recovery Site

Bid Validity :..... (Minimum requirement - As per ITB Clause 1.13)

Contract Period :.....(As per ITB Clause 1.1)

Bidder Name :.....

(Please refer the Other Requirement in the Annexure B)

Details of the Bidder

Name of Bidder :.....

Address :.....

.....

.....

Telephone :.....Facsimile :.....

E-mail :.....

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

(Company Seal)

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1. The scope of this tender involves supplying, delivering, configuring, and installing the SAN/Flash storage system, as well as migrating existing workloads from Primary and Disaster Recovery to the new storage solution.
2. Manufacturing and assembly of the total unit should be in the country of origin
3. The supplier must have technical consultation resources available for migrating existing workloads from IBM Storwize 5000 to the new SAN/Flash storage solution
4. Supplier should supply all technical details with the brochure containing all above for evaluation purpose
5. Supplier should possess valid license/certificates.
6. Supplier should possess with all required software
7. All additional cables with required length & Multi-Mode SFPs & all other relevant parts to the installation should be provided by the supplier as per the requirement of the project.
8. Should configure backups accordingly with the newer storage solution. (Primary & DR – Current backup s/w IBM TSM Tivoli)
9. Should be compatible with existing SAN Switches (Model IBM System Storage SAN48B-5 2498-F48)
10. Should have provisioning for future expansion of the storage
11. 03 years' warranty period with 24x7 support

Technical Specification for Data Storage Solution

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)	Technical References (Page Numbers)
1	Make		
2	Model		
3	Country of origin		
4	Country of manufacture		
5	Product Specifications		
5.1	Should be a brand from a reputed OEM (Original Equipment Manufacturer) with local presence.		
5.2	OEM should at least have a liaison office operating in Sri Lanka.		
5.3	Bidding brand should be listed in the Leaders quadrant of Latest Gartner's Magic Quadrant for main storage for last 5 years		
5.4	Bidders should Include the most recent Gartner report.		
5.5	2 U disk and controller integrated, Dual-controller architecture		
5.6	Should be an All-Flash Array.		
5.7	Should have the ability to recover from unscheduled power failures/interruptions without causing any data loss. In event of power failure, the system must have the feature to allow data committed on the cache to be de-staged to disk to ensure data integrity of data uncommitted from cache.		
5.8	Proposed storage should come with all Dual Redundant and hot-pluggable components.		
5.9	Should not have any single point of failure.		
5.10	Note: bidder should clearly state any components with single point of failure if any.		
5.11	Should be configured with Dual Controllers. The controllers should use multi-core processors, and the total number of cores per controller should be greater than or equal to 24		
5.12	Offered Storage Array should be configured with minimum Two Controllers and support scale out for 4 or more controllers		

5.13	The total cache capacity of the system should be 64 GB, and the cache capacity of any controller should be greater than 32 GB		
5.14	Should support 8/16/32 Gbit/s Fiber Channel, 10GE, 25GE interfaces.		
5.15	The single storage array shall be offered with 25TB usable capacity (Physical) after RAID6. (Before compression and De-duplication)		
5.16	120,000 IOPS with proposed solution. <i>Note: Other Specification for capacity and performance calculation</i> <i>Avg Block Size (KB) – 8, Avg Latency (ms) – 1, Read-Write Ratio – 70.00%</i>		
5.17	4 x 10 Gbit/s Ethernet interfaces, 8 x 1 Gbit/s Ethernet interfaces (multi-mode optical modules) for system.		
5.18	8 x 16 Gbit/s FC interfaces for system		
5.19	Apart from the above IO module the storage should support adding another additional IO module per controller, for future expansions.		
5.20	Back-end disk channel bandwidth \geq 192 Gbit/s		
5.21	Should support RAID 5, RAID 6, and RAID-TP. RAID-TP is able to tolerate simultaneous failure of three disks.		
5.22	Should support dynamic RAID reconstruction. If a disk is faulty, the number of member disks in the RAID group can be reduced to ensure that the data redundancy level does not decrease.		
5.23	Non-disruptive upgrade should be supported. Modular software design is used, and more than 90% components are in user mode. Controllers do not need to be restarted during the upgrade.		
5.24	Should include distributed drive sparing technology to better utilize storage resources and provide faster rebuilds. If distributed sparing is not available the above required capacity must be provided with dual parity raid configuration and additional 2 or more global hot-spare drives. "		
5.25	Should have the ability to provide single drive increment upgrades to storage pools instead of having to upgrade in drive packs.		
5.26	Storage should be scalable to 500TB+ usable capacity without having to upgrade or add storage controllers.		
5.27	Should support QoS to control traffic by LUN, LUN group, or host. QoS policies should include upper limit control and minimum performance assurance, which can be configured by IOPS or bandwidth. In addition, the upper limit control policy includes the burst configuration, and the minimum performance assurance policy includes the latency configuration.		

5.28	<p>The snapshot function should meet the following requirements:</p> <ol style="list-style-type: none"> 1. ROW lossless snapshot mode is used. 2. Supports at least 20,000 snapshots for a single LUN and at least 250K snapshots for a system. 3. The system creates a snapshot every 3 seconds. Visualized management interfaces are provided. Data can be restored using a snapshot at any point in time, without losing the snapshot data at other points in time. 4. Snapshots do not compromise performance. System performance will not decrease as the number of snapshots increases. System latency stays shorter than 1 ms with snapshot enabled. 5. Cascading snapshots are supported. Snapshots can be created for other snapshots. Secure snapshots are supported, that is, snapshots cannot be deleted. 		
5.29	<p>The clone function should meet the following requirements:</p> <ol style="list-style-type: none"> 1. The system supports the clone function, which provides an entity copy for a snapshot and a source LUN. 2. Immediately available clones can be created. Clone consistency groups, cascading clones, and forward and reverse synchronization are supported. 3. Entity copies are supported after splitting. 		
5.30	<p>The system should provide the data replication function to replicate data from the active data center to the standby data center.</p> <ol style="list-style-type: none"> 1. Synchronous replication and asynchronous replication are supported. Synchronous replication and asynchronous replication can be switched between each other based on links. Automatic switchover and manual switchover are supported. 2. Fiber Channel, IP, and RoCE replication links are supported. 3. The minimum user-defined interval for asynchronous transmission of remote data is 3 seconds. 4. Asynchronous replication supports link compression, saving transmission bandwidth. 		
5.31	<p>Should support following for VMware Integration:</p> <ol style="list-style-type: none"> a) storage API for Array Integration (VAAI) b) vSphere API for Storage Awareness (VASA) c) Storage should fully support VMware VVOLs. 		
5.32	<p>The proposed storage should provide dedicated multi-pathing software (not the multi-pathing software of the operating system) to support failover and load balancing. The multi-pathing software should run on Windows, Linux, AIX, Solaris, and other mainstream OSs.</p>		
5.33	<p>Should support hot swap of SSDs, power modules, and interfaces without service interruption.</p>		

5.34	Should monitor the service life of SSDs and displays the wear degree and estimated remaining service life of each SSD.		
5.35	Should provide graphical management software with comprehensive functions, including disk array and volume management software. Provides graphical management, configuration, and monitoring software for storage devices. Should have the ability to provide historic reports and data for trend analysis and troubleshooting across all above storage platforms.		
5.36	Easy to use GUI based and web enabled administration interface for configuration, storage management for the proposed storage platform.		
5.37	Advance Storage Resource Management and Monitoring software must be provided along with the storage. This software must be separate from the base storage management software which is bundled with the storage. The following features should be included. a. Storage Analytics (intelligent and predictive analytics to proactive monitor, Manage and provide health scores) b. Timely data across multiple connected storage systems. c. Operational Dashboard for Monitoring and Alerting. d. Proactive health score (Proactive support, Recommended Remediation). e. Predictive Analytics for planning and optimization. f. Should have the ability to provide historical reports and data. All required licenses should be included.		
5.38	The bidder should provide 3-Year comprehensive Premium (24 x 7) Mission Critical Warranty for all equipment and software included in the proposed solution.		
5.39	Manufacturer should be ISO 9001 certified		
5.40	Original Equipment Manufacture should maintain all required spare parts in an independent spare part depot, located within Colombo City.		
5.41	Bidder must attach original manufacturer's authorization letter.		
6	Analytical features		
6.1	Should consist of analytical features for storage trend prediction up to a year		
6.2	Should consist of analytical features for storage bottleneck prediction up to 60 days		
6.3	Should consist of analytical features for storage disk fault prediction up 12 days		

7	Installation and Configuration		
7.1	Complete turnkey installation should be carry out by the bidder including the integration and data migration from the existing IBM Storage system		

Signature of the Bidder:

Date:.....

(Company Seal)

DRAFT

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 THE TECHNICAL & FUNCTIONAL SUPPORT SERVICE FOR SAP ERP SYSTEM - Bid No: KPR/43/2024,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of Contract of the tender for the **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION – Bid No: KPR/43/2024**, referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2 Unless & until a formal agreement is engrossed & executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- A-3 I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- A-4 The bid I/we am/are offering is complete and fulfils the technical requirements discussed in the bidding document.
- A-5 I/We agree to abide by this bid **minimum until** (*minimum requirement as per ITB 1.13*). Tender conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 I/We undertake to conform to all the terms & conditions in the said tender, technical specifications & the schedule within the time specified.
- A-7 I/We declare that I/we commit to obtain a performance security in accordance with COC clause 2.1 & have perused the format of performance security guarantee (in case of a bank guarantee) contained in **Annexure “D”** 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 withindays (*minimum requirement as per COC 2.3*) from the date of handing over the data/information.

A-9 If our bid is accepted, we commit to accept the COC clause 2.2; Payment milestone.

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).

A-11 If our bid is accepted, we shall bound to continue the extension for further two (02) years based on the request of Ceylon Petroleum Storage Terminals Limited with the same terms & conditions.

A-12 I/We offer the total price of [insert total USD price in figures exclusive VAT]
.....
.....[insert total USD price in words exclusive VAT] as per the Table - 01 and offer the total price of
..... [insert total LKR price in figures exclusive VAT]
.....[insert total LKR price in words exclusive VAT] as per the Table -02 for the TECHNICLE & FUNCTIONAL SUPPORT SERVICE FOR SAP ERP SYSTEM – Bid No: **KPR/43/2024**, as detailed out in this bidding document and details of the total price is as given in the Schedule of Prices ANNEXURE - A.

Dated this day of2024 [insert date of signing].

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

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

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

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

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

(Common Company Seal)

Witnesses:

1. Signature: 2. Signature:

Name: Name:.....
.....

Address : Address:

FORMAT OF BID SECURITY

[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, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION under Bid Reference No :KPR/43/2024) "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 Employer 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
(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 requirement :until ... ".... 2024][

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 “E”

FORMAT OF PERFORMANCE SECURITY

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 Contractor) [hereinafter called “the Contractor”]* has entered into Contract No .KPR/./2024 dated *insert date of bid [with you ,for **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION** under Tender Reference No :KPR/43./2024) 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 Contractor, 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 theday of, 2024 *Insert)by issuing agency (date, twenty eight)28 (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(

FORMAT OF SIGNATURE AUTHORIZATION

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

Date: *[insert date]*.

Name of Tender: **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION** – Bid Ref No :KPR/43/2024

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

WHEREAS

We, *[insert complete name of the bidder]*,
having registered office at.....*[insert full address of the bidder]*, do
hereby authorize following person to represent the company in submitting the bid for
**SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND
MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND
EXISTING WORKLOAD MIGRATION** – Bid Ref No :KPR/43/2024, and if successful,
to sign the respective agreement/contract, and to subsequently negotiate, with CPSTL.

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

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

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

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

Designation :.....

Signature :.....

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

FORMAT OF CONTRACT AGREEMENT**CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND *[INSERT COMPLETE NAME OF THE SUPPLIER]* SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION – Bid No: KPR/43/2024**

This contract agreement is made and entered into this ... day of 2024 between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No.23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Wellampitiya (hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the CPSTL & its successors & assigns) as one part and *[insert complete name of the supplier]*, having its registered office at *[insert address of the supplier]* and their authorized agent, *[insert complete name and address of the authorized agent]* (hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the Supplier & its successors & assigns) as the other part.

WHEREAS the CPSTL invited bids for certain goods and ancillary services, viz., **SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION – Bid No: KPR/43/2024** (hereinafter called and referred to as “the Contract”) and has accepted a bid by the Supplier for the supply of such Contract in the sum of *[insert SL Rs..... price in words and figures]* (hereinafter called and referred to as “the Contract Price”), and the remedying of any defects therein.

The CPSTL & the Supplier agree as follows;

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

- The Conditions & Terms of Reference of the bid
 - The terms & conditions of the bid
 - The completed schedules of the bid
 - The supplier's proposals and original Price Schedule
3. In consideration of the payments to be made by the CPSTL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the CPSTL to execute and complete the Contract and remedy any defects therein, fit for purpose in conformity in all respects according to the provisions of the Contract.
 4. The CPSTL hereby covenants to pay the Supplier in consideration of the provision of the Contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. All or any dispute between the parties hereto arising under or in connection with this agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
 6. Any notice or other communication received permitted to be given pursuant to this agreement shall be sent by registered mail or by fax address in the case of CPSTL, to the Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Kolonnawa, Wellampitiya and in the case of Supplier, to the *[insert complete address of the supplier]* and/or to the *[insert complete address of the authorized agent]*.
 7. 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.
 8. It is required to sign and comply with a Non-Disclosure/Confidentiality Agreement prior to receiving any confidential information related to the service.
 9. Either Party may terminate this Agreement with three (3) months prior written notice or such shorter period as may be mutually agreed by both Parties hereto, to other party, with assigning a valid reason for such termination.

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

For and on behalf of the Supplier

For and on behalf of CPSTL

.....

.....

Authorized Signature of the Supplier

Authorized Signature of CPSTL

(COMMON SEAL)

(COMMON SEAL)

In the presences of witness:

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

Signature : Signature: :

Address : Address :

FORMAT OF MANUFACTURES 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]*

SUPPLY, DELIVERY, INSTALLATION OF DATA STORAGE AND MANAGEMENT SYSTEM FOR ERP SYSTEM (PRIMARY & DR SITE) AND EXISTING WORKLOAD MIGRATION Tender Ref: KPR/43/2024

To: 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.

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 “I”

COMPLIANCE / DEVIATIONS SHEET

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

S/No	Specification / Condition	Complied	Deviations if any
1.	Duly filled, stamped & signed Schedule of Prices as per ITB clause 1.14 and Schedule submitted – Annexure “A”		
2.	Minimum Offer Validity (As per ITB 1.12)		
3.	Bid Security as per ITB clause 1.16		
4.	Duly filled, stamped & signed Form of Bid as per ITB clause 1.9 and Annexure "C", submitted		
5.	Compliance with Performance Security as per COC clause 2.2, in case of award		
6.	Compliance with Contract Agreement as per COC clause 2.3, in case of award		
7.	Compliance with Mode of Payment as per COC clause 2.5, in case of award		
8.	Compliance with other clauses of COC, in case of award		
9.	Manufacture Authorization as per ANNEXURE H		
10.	Valid copy of Certificate of Incorporation issued by the Registrar of Companies in Sri Lanka, ITB clause 1.4, - Business Registration submitted) if applicable (
11.	Signature Authorization letter, as per ITB clause 1.8, submitted – Annexure “F”		
12.	Agreed with deliverables per COC Clause No. 2.7		
13.	Conditions & Terms of Reference as Annexure “B” signed & submitted		
14.	Signed & Submitted the Eligibility Criteria Form as per Annexure “I”		
15.	Copy of SAP Partner certificate (As per IFB Clause 3.(ii)) submitted		
16.	If Relevant, SSCL Registration No.		
17.	If Relevant, VAT Registration No.		
18.	Documentary proof for projects made to customers in similar magnitude Given (As per IFB Clause 3.(ii)) submitted		
19.	Compliance with Performance Security as per COC Clause 2.2		
20.	Financial audited statements as per the Annexure “I” submitted		
21.	All other documentary requirements/details as requested under this bidding document, submitted		

.....

Signature of the Bidder

Company Stamp

ANNEXURE “J”

ELIGIBILITY CRITERIA (Qualification Information)

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

Registered corporate in Sri Lanka under the companies Act No 7 of 2007	(Yes/No)
Registration number	<i>(Attach copies of relevant pages from the registration book)</i>
VAT Registration Number	
Bidder shall possess legal rights to supply the goods under this contract. (Yes/No)	
Project Experience and References of the Organization Should be able to produce at least 2 references for similar capacity services in Sri Lanka during last 5 years	(Yes/No) Should submit proof as per Table -01
Key Personnel Details Should have a minimum of two Storage System certified/qualified engineers shall be employed with the bidder for eligibility for the evaluation of the proposed solution	(Yes/No) Should submit details as per Table -02
Workload Migration should have a minimum of two IBM Storage System certified/qualified and AIX server engineers;	The bidder must agreed existing AIX workload migration from existing IBM storage to new proposed storage with minimum down time and zero data loss. (Yes/No) Should submit details as per Table -03
*Agreed to quote price according to the tables in price schedule (Yes/No)	
Blacklisted Contractors	
Have NOT been blacklisted by any government institution during the past 10 yrs?	
If NO provide details	
For last three years, the annual average turnover should at least be LKR. 40 million.	*Are you exceeding the mentioned limit? (Yes/No) (Attached copies of last 03 years Audit Account) If not what is the turnover LKR

* Proofs should be attached.

Table -01 - Project Experience and References of the Organization

		Project -01	Project -02
Assignment Name:			
Duration of Assignment:			
Storage Model(s) Proposed:			
Names of Engineers Assigned:	1.		
	2.		
	3.		
	4.		
Name of Client Company:			
Address of Client Company:			
Name of Client's Contact Person:			
Mobile Number of Client's Contact Person:			
Project Start Date (month/year):			
Project Completion Date (month/year):			
Narrative description of the Project			

Table -02 Key Personnel Details

	Engineer 01	Engineer 02
Name of the Engineer		
Designation		
Number of Years in Current Employment with the Bidder		
Total Number of Years of Experience in Proposed NAS/SAN System Solutions		

Total Number of Years of experience in NAS/SAN System Solutions		
Brief Description of the Proposed NAS/SAN System implementations carried out with customer and products details		
Brief Description of the Similar Storage System implementations carried out with customer and products details		
Names of Proposed NAS/SAN System (Soft Copies of original certificates should be provided) Certifications/Qualifications Completed		
Names of any other Storage Related Certifications Completed(Soft Copies of original certificates should be provided)		

Table -03 Workload Migration

	Engineer 01	Engineer 02
Name of the Engineer		
Designation		
Total Number of Years of Experience in IBM storage/AIX Power Servers		
Brief Description of the IBM Storage/AIX Power System implementations carried out with customer and products details	1. 2.	
Names of IBM Storage/AIX Power System (Soft Copies of original certificates should be provided)Certifications/Qualifications Completed	1. 2. 3.	

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

SYSTEM INFORMATION

Description	Current Information
SAP System Version	SAP ECC 6.0 Net weaver 7.0
SAP System Patch Level	EHP 0
SAP Kernel release Kernel Patch Level	721_EXT_REL 801
SAP Servers Model Numbers (Hardware)	IBM 8286-42A
SAP System Operating System Version	AIX 7.1
SAP System OS Patch Level	7100-04 AIX 7.1 TL4
Database Version	Oracle 12 c
Database Patch Level	12.1.0.2.0
Database Operating System Version	AIX 7.1
Database OS Patch Level	AIX 7.1 TL4
DB Size	860 GB
Monthly DB Growth	~ 5 GB
Virtual software for configure systems on IBM Power 8286-42A hardware	IBM power VM
Cluster	OS level

SERVERS & HARDWARE INFORMATION

IBM Power System S824 (8286-42A) – Production Server 1 & 2

Tape Library - IBM System Storage TS3200 Tape Library

Backup Infrastructure - IBM Spectrum Protect Operations Version 8.1.1 with Tivoli

Storage - IBM Storwize V5000

TapeUnits - LTO Ultrium 6 (LTO 6)

Virtual Servers - DB, CI Clustered (OS level cluster) & 4 Application Servers

Dependency S/w

Quantitiware s/w used for downstream Petroleum quantity conversion calculations

version - release 10A level 0012

SYSTEMS CONFIGURATIONS ON PRIMARY DC ON IBM 8286-42A

System	Description	Number of Processors	Processor Type	Memory	O/S
PRD DB	Database Server	4	PowerPC_POWER8	81920 MB	AIX7.1
PRD CI	CI Server	4	PowerPC_POWER8	81920 MB	AIX7.1
PRD Appserver x 4 nos	Application Servers	2	PowerPC_POWER8	40960 MB	AIX7.1
DEV	Development Server	4	PowerPC_POWER8	40960 MB	AIX7.1
QAS	Quality Assurance	2	PowerPC_POWER8	61440 MB	AIX7.1
TRN	Training Server	4	PowerPC_POWER8	81920 MB	AIX7.1
Solman	Solution Manager	2	PowerPC_POWER8	40960MB	AIX7.1

* DB/CI Clustered

SYSTEMS CONFIGURATION ON DR SERVER IBM 8286-42A

System	Description	Number of Processors	Processor Type	Memory	O/S
PRD DB, CI	Database , CI Server	6	PowerPC_POWER8	90624 MB	AIX7.1
PRD Appserver x 4 nos	Application Servers	2	PowerPC_POWER8	39936 MB	AIX7.1
DEV	Development Server	4	PowerPC_POWER8	48128 MB	AIX7.1
QAS	Quality Assurance	2	PowerPC_POWER8	24576 MB	AIX7.1
TRN	Training Server	4	PowerPC_POWER8	48128 MB	AIX7.1

* Primary PRD & DR PRD configured with Oracle Data Guard.