



**Ceylon Petroleum Corporation**

**Mobile Board Approval Solution**

**B/51/2020**

**BIDDING DOCUMENT**

**2020**

**TENDER NOTICE**  
**CEYLON PETROLEUM CORPORATION**  
**MOBILE BOARD APPROVAL SOLUTION**  
**B/51/2020**

The Chairman, Procurement Committee, Ceylon Petroleum Corporation will receive National Competitive Bids from Service Provider or their Accredited Local Agents for the Mobile Board Approval Solution.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 27.11.2020** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1<sup>st</sup>. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request and on payment of non-refundable fee of Rs. 1,000.00 (Rs. 925.63 + 8% VAT) per set.

The Bid will be closed at **1400 hrs. on 30.11.2020** and opened at the Office of Manager (Procurement & Stores), immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the opening of the Bid.

Bids may be sent by post under registered cover or may be deposited in the Tender Box kept in the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mwt, Colombo 09.

Bidding documents may be inspected upto **1500 hrs 27.11.2020** at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09.

Clarifications (if any) shall be sought from the under mentioned Telephone/Fax numbers.

***Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - [www.ceypetco.gov.lk](http://www.ceypetco.gov.lk) , and all the payment can be made to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office)***

Chairman,  
Departmental Procurement Committee,  
c/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09,  
Sri Lanka.  
Tele : 0094-11-5455330, 5455337  
Fax : 0094-11-5455424

## Table of Contents

<b>1. INSTRUCTIONS TO BIDDERS</b>	<b>5</b>
1.1 Introduction	5
1.2 Content of the Bidding Documents	5
1.3 Eligibility Requirement	5
1.4 Documents to accompany the Bid	6
1.5 Sealing and marking of Bids	6
1.6 Period of validity of Bids	7
1.7 Signing of Bids	7
1.8 Clarification of Bidding Document	7
1.9 Deadline for submission of Bids	7
1.10 Late Bids	7
1.11 Withdrawal of Bids	7
1.12 Closing of Bids	8
1.13 Opening of Bids by CPC	8
1.14 Agent's Authority:	8
1.15 Bid Security Guarantee	8
1.16 Schedule of Prices	8
1.17 Preliminary Examination of Bids	9
1.18 Correction of Errors	9
1.19 Evaluation of Bids:	9
1.20 CPC's right to accept or reject any or all Bids	9
1.21 Notice of Acceptance	10
1.22 Award Criteria	10
<b>2. CONDITIONS OF CONTRACT (COC)</b>	<b>11</b>
2.1 Performance Security:	11
2.2 Terms and Condition	11
2.3 Warranty Conditions	12

2.4	Delivery Period	12
2.5	Defaults by Successful Bidder	12
2.6	Liquidated Damages	12
2.7	Force Majeure:	12
2.8	Arbitration	13
2.9	Termination	13
2.10	Governing Law	13
<b>3.</b>	<b>TECHNICAL SPECIFICATIONS.</b>	<b>14</b>
<b>4.</b>	<b>SCHEDULE OF PRICES</b>	<b>19</b>
	ANNEX-A : Form of Bid	22
	ANNEXURE - B - Format for Bid Security Guarantee	24
	ANNEXURE - C : Form of Agreement	26
	ANNEXURE - D - Format for Performance Guarantee	28

# 1. INSTRUCTIONS TO BIDDERS

## 1.1 Introduction

- 1.1.1. Ceylon Petroleum Corporation (CPC) is calling Bids from internationally reputed Solution Provider or their Local Agents/ Sole Distributors in Sri Lanka for Mobile Board Approval Solution on the basis of ex-stock.

## 1.2 Content of the Bidding Documents

- 1.2.1 Bidding Document will consist of the followings ;

- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Particular Conditions of Contract
- Technical Specifications
- Schedule of Prices
- Form of Bid
- Format for Bid Security Guarantee
- Form of Agreement
- Format for Performance Guarantee

## 1.3 Eligibility Requirement

- 1.3.1 Bidder should have Original Equipment Manufacturers authorization
- 1.3.2 Bidder should have to submit manufacture authorization letter for bid / sales, configure & maintenance of Proposed Solution from the source.
- 1.3.3 Manufacture should have minimum of 05 years' experience in related field.
- 1.3.4 Bidder should have minimum of 5 years' experience for selling such solutions
- 1.3.5 For all servers and related entity bidder/his agent should have minimum 5-year experience related to supply, install, configure & maintenance. Bidder should be an ISO certified.
- 1.3.6 Use of non - Open Source products will be added advantage
- 1.3.7 Use of test version / Beta version will disqualified.
- 1.3.8 The proposed solution being implemented for more than 50 customers (companies) using the same software in the same environment.

## **1.4 Documents to accompany the Bid**

- 1.4.1 All Bidders shall furnish adequate information in respect of the items offered.
- 1.4.2 Failure to furnish the following documents and details, with the bid may result in the Bid being rejected. All documents shall be furnished in English language.
  - 1.4.2.1 Proof documents for sub-clause 1.3 should be attached.
  - 1.4.2.2 Past performance - Bidders should forward past supply records for the last Three (03) years.
  - 1.4.2.3 Manufacturers certified authorization to quote
  - 1.4.2.4 Business Registration Certificate of the Company.
  - 1.4.2.5 Brand Name and the Country of Manufacturer of the items offered.
  - 1.4.2.6 Certificate from the manufacturer to certify that the items offered are of currently in manufacture.
  - 1.4.2.7 Every Bidder should specify the conditions and period of warranty.
  - 1.4.2.8 Detailed Technical Specifications and literature of the item offered.
  - 1.4.2.9 Schedule of Prices duly completed and signed.
  - 1.4.2.10 Form of Bid (Annex A) duly completed and signed.

## **1.5 Sealing and marking of Bids**

- 1.5.1 Bids shall be submitted in duplicates. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE' and shall be marked "MOBILE BOARD APPROVAL SOLUTION" (The Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE **1400 hrs on 30.11.2020** (to be completed with the time and date specified in the Bidding Document).

Manager (Procurement & Stores),  
Procurement & Stores Function,  
1<sup>st</sup> Floor, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.

- 1.5.2 If the envelope is not sealed and marked as stated above, CPC will not take the responsibility for the Bids being misplaced or premature opening. In the event of any discrepancy between the Original and the Duplicate, the Original shall govern.

## **1.6 Period of validity of Bids**

- 1.6.1 All bids shall be valid for a minimum period of Seventy Seven (77) days from the closing date of the Bid. A Bid valid for a shorter period will be rejected as non-responsive.

## **1.7 Signing of Bids**

- 1.7.1 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder. All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.
- 1.7.2 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

## **1.8 Clarification of Bidding Document**

- 1.8.1 A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in the Bidding Document clause 1.5. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding Document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC.

## **1.9 Deadline for submission of Bids**

- 1.9.1 CPC must receive Bids at the address specified in ITB Clause 1.5, not later than 1400 hrs. on 30.11.2020.

## **1.10 Late Bids**

- 1.10.1 Any Bid received by CPC after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

## **1.11 Withdrawal of Bids**

- 1.11.1 A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be sent to the Manager (Procurement & Stores), which the address is given in Clause No. 1.5.

## **1.12 Closing of Bids**

1.12.1 Bids shall be closed at 1400 hrs. on 30.11.2020 and hence bids shall be reached to the address given in clause no. 1.5 before the time and date specified in clause no. 1.9.

## **1.13 Opening of Bids by CPC**

1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids. The address where bids are opened is given in clause 1.5.

## **1.14 Agent's Authority:**

1.14.1 An Accredited Agent of the manufacture signing the Bidding Document on behalf of the Principal shall state the Principal's name and address, telephone number and fax number, (if any) and a letter of Authority empowering the agent.

1.14.2 Nomination of an Agent after the Bid has been submitted will not be valid.

## **1.15 Bid Security Guarantee**

1.15.1 Each Bid shall be accompanied by a Bid Security Guarantee, (if requested) undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of Rupees Forty Thousand Only (Rs. 40,000.00).

1.15.2 The Bid Security Guarantee should be valid for hundred and Seven (107) days (i.e. 16.03.2021) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".

1.15.3 Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them 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 Guarantee.

## **1.16 Schedule of Prices**

1.16.1 Bidders are required to duly sign and return the "Schedule of Prices" as indicated in the bidding document.



## **1.17 Preliminary Examination of Bids**

- 1.17.1 CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **1.18 Correction of Errors**

- 1.18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- 1.18.1.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - 1.18.1.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
  - 1.18.1.3 If the total Bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the Bid price in consultation with the Bidder.
  - 1.18.1.4 If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the Bidder and shall be considered as binding upon the Bidder.
  - 1.18.1.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

## **1.19 Evaluation of Bids:**

- 1.19.1 CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.

## **1.20 CPC's right to accept or reject any or all Bids**

- 1.20.1 The CPC will not be bound to make the award to the Bidder submitting the lowest offer.

1.20.2 The CPC reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC may accept any or all items of an bid, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

## **1.21 Notice of Acceptance**

1.21.1 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of the CPC.

## **1.22 Award Criteria**

1.22.1 Subject to ITB Clause 1. 18, the CPC 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.

1.22.2 The successful Bidder will be called upon to supply or part there off conforming to Technical Specifications, and strictly by the agreed delivery date which should be within 4 to 6 weeks as per clause 2.4 of COC.

1.22.3 If The Successful bidder is called upon to enter in to and Agreement with CPC, the bidder should be ready to sign an agreement with CPC.

## 2. CONDITIONS OF CONTRACT (COC)

### 2.1 Performance Security:

- 2.1.1 If it is applicable, the successful Bidder will be notified by CPC to furnish a Performance Guarantee. This guarantee shall be submitted on his owned cost and within fourteen (14) days of such notification through / confirmed by a reputed Commercial Bank in operation in Sri Lanka, for a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be complied to the format given in Annex D. The period of validity of this performance security shall be the expected period of delivery of goods/equipment plus one month.
- 2.1.2 If the successful Bidder fails to furnish the Performance Security aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid security shall be forfeited.

### 2.2 Terms and Condition

- 2.2.1 In the event of the agreement being cancelled by either party, CPC should be given with the data upto that point.
- 2.2.2 In the event of the agreement being cancelled by either party, CPC should be able to continue with the solution as per the day of termination.
- 2.2.3 No information could be published at any time.
- 2.2.4 Under no circumstances solution provider could access any of the stored data / information.
- 2.2.5 All software, hardware, firmware and related entity licensed should possess email address and contact details given by CPC IT function.
- 2.2.6 All software used should be licensed to CPC.
- 2.2.7 All servers should be Rack Mountable Server.
- 2.2.8 The solution provider is responsible for the secrecy of the stored information.

## **2.3 Warranty Conditions**

2.3.1 All equipment warranty should be for 3 years & extended up to 6 years.

2.3.2 Supply, Install, Configure, Service & Maintenance ability to CPC Head Office and locations informed by CPC IT and have to provide 2 preventive maintenance services per year during the compulsory warranty period.

2.3.3 Replacement/Service/Failure

- When problem /error is logged, bidder should have to issue reference number (related to job)
- Supplier to be responded with in 2 hrs. (at the time of problem is logged).
- CPC not liable to pay any cost incurred (such as transport, labor, etc.) warranty replacement, service or failure (During the compulsory warranty period)

## **2.4 Delivery Period**

2.4.1 Period of delivery shall be 4 - 6 weeks from the date of confirmation of the order.

## **2.5 Defaults by Successful Bidder**

2.5.1 If the successful Bidder, defaults in the supply or otherwise commit a breach of any of the provisions in the Contract with CPC, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A Form of Bid, as Annex- 'A' is attached.

## **2.6 Liquidated Damages**

2.6.1 Liquidated Damages amounts to Rs. 2,000.00 will be levied per each day delayed beyond the period of delivery specified in the contract.

## **2.7 Force Majeure:**

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

## **2.8 Arbitration**

- 2.8.1 If during the continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.
- 2.8.2 Arbitration shall be conducted under the rules of ICLP (Institute of the Development of Commercial Law & Practice), Arbitration Centre and in accordance with the arbitration Act No. 11 of 1995 of Sri Lanka. The place of Arbitration shall be Colombo, Sri Lanka.

## **2.9 Termination**

- 2.9.1 Ceylon Petroleum Corporation may at any time terminate the contract by giving written notice to the supplier, if the Supplier breach of any of the provisions in the contract with CPC for the supply of solutions or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to CPC.
- 2.9.2 Bidder should have to supply, install & configure hardware equipment at the locations specified by CPC under supervision of CPC IT function.
- 2.9.3 Bidder should have to migrate to the new system if needed

## **2.10 Governing Law**

- 2.10.1 The law of the Democratic Socialist Republic of Sri Lanka is applicable

### 3. TECHNICAL SPECIFICATIONS.

#### A. Functionality

No	Requirements	Remarks
1	User Friendliness Easy To use Online help Provided Panel Driven Functions Instantaneous Rollover tips Non irritating Foreground / Background Combination Non repulsive font enabling continuous reading	Please provide details.
2	Supports iOS and Aneroid for members on Mobile Device	Please provide details.
2	Web based administration for organizer	Please provide details.
3	Fully support in On-premise deployment	Please provide details.
4	Secretaries/Administrators	
4a	User administration - Adding deleting editing users and privileges - A role independent to the organizer - Setting password policies	Please provide details.
4a	Device administration - Adding deleting editing trusted devices - Blocking device - Remote wipe off the app	Please provide details.
4a	Meeting - Create Meeting - View Meeting - Manage Meeting	Please provide details.
4b	Board Circulars - Create Board Circulars - View Board Circulars - Manage Board Circulars - Print Board Circulars	Please provide details.
4c	Meeting Agenda - Create Agenda - View Agenda - Manage Agenda - Supports Agenda Templates - System able to reset Order of Agenda Items	Please provide details.
4c	Meeting/Circular Categories Sub categories - View Category assigned to the user - View Subcategory assigned to the user - Ability to setup meeting and content in the assigned categories	Please provide details.
4d	Papers - Upload Paper - Update Paper ( Replace Paper) - Set Paper type - Papers support PDF	Please provide details.

No	Requirements	Remarks
4e	Other content types supported <ul style="list-style-type: none"> <li>- Upload video (MP4)</li> <li>- Update Audio (MP3)</li> <li>- Other supported formats</li> </ul>	Please provide details.
4f	Supports Notifications <ul style="list-style-type: none"> <li>- Email alerts for new meetings</li> <li>- Email alerts for new papers, uploaded papers</li> <li>- SMS alerts</li> </ul>	Please provide details.
4g	Calendaring <ul style="list-style-type: none"> <li>- Supports Outlook and Lotus notes meeting invitations to members</li> <li>- Any other calendar format</li> </ul>	Please provide details.
4h	Presenter management <ul style="list-style-type: none"> <li>- Supports alerting presenters of the meeting agenda progress via email</li> </ul>	Please provide details.
4i	Comments <ul style="list-style-type: none"> <li>- Supports accessing and sharing comments via ipad.</li> <li>- Supports printing comments schedule in web access.</li> </ul>	Please provide details.
4j	Attendance <ul style="list-style-type: none"> <li>- Able to mark attendance on ipad and on web access</li> <li>- Able to view attendance of members on ipad and on web</li> <li>- Able to take printouts of attendance</li> </ul>	Please provide details.
4k	Approvals <ul style="list-style-type: none"> <li>- Able to set paper and agenda item approvals</li> </ul>	Please provide details.
4l	Meeting notes <ul style="list-style-type: none"> <li>- Able to set meeting notes on the ipad</li> </ul>	Please provide details.
4m	Paper annotations <ul style="list-style-type: none"> <li>- Able to set paper annotations ( highlight, write free hand, type text, summary, versioning)</li> <li>- Able to email the paper annotations ( optional and can be disabled at company level)</li> </ul>	Please provide details.
4n	Paper versions <ul style="list-style-type: none"> <li>- Able to see Paper versioning side by side viewing on the ipad</li> </ul>	Please provide details.
4o	iPad access <ul style="list-style-type: none"> <li>- Access to the total meeting in iPad with a view similar to the Directors but with more functionality</li> </ul>	Please provide details.
4p	News <ul style="list-style-type: none"> <li>- Able to add and view news articles</li> <li>- PDF documents support</li> </ul>	Please provide details.
4q	Additional documents / Shared documents <ul style="list-style-type: none"> <li>- Able to add and view shared documents</li> <li>- PDF documents support</li> </ul>	Please provide details.
4r	Past Papers Search <ul style="list-style-type: none"> <li>- Past papers are able to be archived and retrieved using dedicated search criteria</li> </ul>	Please provide details.

No	Requirements	Remarks
5	Board and Committee Members	
5a	iPad access - Access to the total meeting in iPad only - Only secured devices / trusted registered devices	Please provide details.
5b	Paper annotations -Able to set paper annotations (highlight, write free hand, type text, summary, versioning) -Ability to share papers with annotations with other members (one or more) -Disable email facility of the papers	Please provide details.
6	Access to categories and subcategories is restricted based on their specific Board and Committees	Please provide details.
7	Ability to filter the next meeting, previous meeting and scheduled meetings	Please provide details.
8	Notification -Receive notifications via email once document is uploaded and ready to be viewed by Board Members -Receive tags on the ipad agenda for new and updated papers and agenda items, meetings	Please provide details.
9	Calendar -View calendar and able to directly access meetings with Calendar	Please provide details.
10	Comments -Supports accessing and sharing comments via ipad and web access -Ability to send comments to one or more members in the meeting subcategory -Ability to save private comments (not shared)	Please provide details.
11	Attendance -Able to mark attendance on ipad and on web access -Able to view attendance of members on ipad and on web -Able to take printouts of attendance	Please provide details.
12	Approvals Able to set paper and agenda item approvals	Please provide details.
13	Ability to publish the approval status of agenda items to a third party public site	Please provide details.
14	News -Able to view news articles -PDF documents supported	Please provide details.
15	Additional documents / Shared documents - Able to view shared documents - PDF documents supported	Please provide details.



No	Requirements	Remarks
16	Past Papers Search - Past papers are able to be archived and retrieved using dedicated search criteria	Please provide details.

### B. Company Profile

No	Requirements	Please provide details.
1	Bidder should have -Manufacture's authorization for all the items that are listed -Has relevant experience and proven track records where the company has successfully implemented similar solutions on the same platform (on premise and for cloud )	Please provide details.
2	Technical and support staff -List of Support staff and their experience in supporting the solution. -List of technical staff and their qualification -List of members involved in the implementation and their qualification	Please provide details.
3	Having more than 50 Customers (Companies) using the same software in the same environment.	Please provide details.
4	Has local coverage in terms of Customers and technical support and offices.	Please provide details.
5	Has relevant experience to carry out the implementation/deployment of the product	Please provide details.
6	Provide functional training to users and IT personnel.	Please provide details.
7.	Solution provider Should be ISO certified -The solution being ISO certified for Security will be an advantage	Please provide details.
8.	Provide all internationally accepted standards of the company -Mention all the certificates which have not expired at the time of applying for the tender	Please provide details.

**C. Support Service Levels**

No	Requirements	Please provide details.
1	To provide hotline support	Please provide details.
2	To provide locally based support team	Please provide details.
3	To provide 24 x 7 support	
4	<p>All Calls should be responded within 2 hour from error logging time</p> <ul style="list-style-type: none"> <li>- All service calls should have a tracking no.</li> </ul>	
5	<p>All reported problems should be resolved within 24 hours</p> <ul style="list-style-type: none"> <li>- Failing alternate to be provided</li> <li>- All alternate provided should be equivalent or above the existing one</li> </ul>	
3	On Premise Deployment / Deployment on Client Servers	
4	Capability of deployment in National Data Center	
5	Frequent New Versions / Releases / Product Fixes / Enhancement in a year.	Please provide details.
6	Has comprehensive Technical and Functional Documentation.	Please provide details.
7	Software maintenance includes support services, bug fixes, patches, upgrades and new versions and releases.	Please provide details.
8	<p>Frequent New Versions / Releases / Product Fixes / Enhancement in a year.</p> <ul style="list-style-type: none"> <li>- Server</li> <li>- End user device</li> </ul>	Please provide details.

## 4. SCHEDULE OF PRICES

*All price must be quoted in Sri Lankan Rupees*

Category	Onetime License - On Premise hosting	Cloud Hosting	
		Onetime License	Annual License Subscription
	Option I	Option II	Option III
<b>User License Fee (</b> 8 Board Members,			
5 Officials (Including DGMs,			
01 Board Secretary,			
01 Board Secretary Assistant)			
<b>Annual Maintenance Fee</b>			
<b>Training Fees</b> (Explain fee structure)			
<b>Deployment Fees</b> (Explain fee structure)			
<b>Licenses Fee</b> (Explain fee structure)			
<b>Cost of Server</b> (Explain fee structure)			
<b>Hosting Fee</b> (For ..... users)			
<b>Total</b>			

## Annual License Renewals

Category	Onetime License - On Premise hosting	Cloud Hosting	
		Onetime License	Annual License Subscription
	Option I	Option II	Option III
	Price (LKR)	Price (LKR)	Price (LKR)
User License Fee (Explain )			
Software License Fee (Explain )			
Hosting Fee (Explain )			
Fee For Certification (Explain )			
Fee Incurred On Network (Explain )			
<b>Total</b>			

## Optional Upgrades Pricing

Category	Onetime License - On Premise hosting	Cloud Hosting	
		Onetime License	Annual License Subscription
	Option I	Option II	Option III
	Price (LKR)	Price (LKR)	Price (LKR)
Add Users (iPad)			
Add Users (Windows)			
<i>Such as additional Board Members</i>			
Add Board Secretary (iPad)			
Add Board Secretary (Windows)			
Add Board Secretary Assistant (iPad)			
Add Board Secretary Assistant (Windows)			
Any Other			

**ANNEX-A : Form of Bid**

**To:** The Chairman  
Procurement Committee,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor,  
No. 609, Dr. Danister De Silva Mawatha,.  
Colombo 09.  
SRI LANKA.

**From:** .....

.....

.....

Sir,

A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract, Technical Specification for Mobile Board Approval Solution. We offer to complete the whole of said accessories in conformity with the said document.

A-2 Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Technical specifications of the Bidding Document.

A-5 We agree to abide by this Bid for the period of **Seventy Seven (77) days** from the date of opening of the same Bid. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

A-6 We agree to be bound by the Bid, Bid Conditions, Technical specifications and Performance security.

A-7 We affirm that the said items will be delivered within 4-6 weeks after we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the lump sum fixed price of .....  
(inwords).....  
..... for Supply of .....  
..... as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this ..... day of .....2020.

Signature.....in the capacity of .....  
.....duly authorized to sign Bids for and on behalf of :

Name .....

Address .....  
.....  
.....

Witnesses:

1. Signature .....  
Name : .....  
Address : .....  
.....  
.....

2. Signature : .....  
Name : .....  
Address : .....  
.....  
.....

**ANNEXURE – B - Format for Bid Security Guarantee**

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

.....[insert issuing agency’s name and address of issuing branch or office].....

**Beneficiary :** ..... [insert (by Procurement Entity) name and address of Employer/ Purchaser]

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

**BID GUARANTEE NO. :** .....[insert (by issuing agency) number]

We have been informed that .....[insert (by issuing agency) 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 execution/ supply [select appropriately) of [insert name of Contract] under Invitation for Bids No. .... [insert IFB number] (“the IFB”)

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

At the request of the Bidder, we .....[insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[insert amount in figures] .....[insert 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 IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ 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 Guarantee, in accordance with the ITB.



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 Guarantee issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to .....[insert date]  
Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date .....

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

## **ANNEXURE - C : Form of Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 609, Dr. Danister De Silva Mawatha, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the "CPC" which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and \_\_\_\_\_ of \_\_\_\_\_ a Company duly incorporated & having its registered Office at \_\_\_\_\_ (hereinafter called the "Agent" which terms of expression as herein used shall where this context so requires and admits mean & include the \_\_\_\_\_ & its successors & assigns) of the other part

**Whereas the CPC is desirous that the goods known as the Mobile Board Approval Solution should be supplied by the Supplier, and has accepted a Bid by the Supplier for the supply of such Goods and the remedying of any defects therein.**

The CPC and the Agent agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor's scope of work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
  - **Letter of Acceptance dated \_\_\_\_\_.**
  - **The Bid dated \_\_\_\_\_.**
  - **The Conditions of Contract**
  - **Technical Specifications**
  - **The Completed Schedule of prices and**
  - **The Local Agent's Proposal**

3. In consideration of the payments to be made by the CPC to the Agent as hereinafter mentioned, the Agent hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Agreement.
  
4. The CPC hereby covenants to pay the Agent in consideration of the Supply and the remedying of defects therein, the agreed 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 Agreement.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

<b>Authorized Signature of the Chairman of CPC</b>		<b>Authorized Signature of the Supplier</b>	
<u>In the presence of</u>		<u>In the presence of</u>	
<b>Name</b>		<b>Name</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Address</b>		<b>Address</b>	

**ANNEXURE – D – Format for Performance Guarantee**

.....[issuing Agency’s Name and Address of issuing Branch or Office].....

**Beneficiary:** .....[Name and Address of Employer]  
.....

**Date** : .....

**PERFORMANCE GUARANTEE NO:** .....

We have been informed that .....[name of Contractor/ Supplier] (hereinafter called “the Contractor”) has entered into Contract No. ....[reference number of the contract] dated .....with you, for the ..... [insert “ construction”/ “Supply”] of .....[name of contract and brief description of Works] (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 ..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .....day of ....., 2020 [insert date, 28 days beyond the scheduled contract 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 and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....  
[ Signature(s)]