



**SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING & MAINTENANCE FOR  
NETWORK SWITCHES FOR HEAD OFFICE,  
CEYLON PETROLEUM CORPORATION**

**B/44/2025**

**2025**

**INVITATION FOR BIDS**

**CEYLON PETROLEUM CORPORATION**

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING &  
MAINTENANCE FOR NETWORK SWITCHES FOR HEAD OFFICE,  
CEYLON PETROLEUM CORPORATION**

**B/44/2025**

The Chairman, Departmental Procurement Committee on behalf of the Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible and qualified bidders for Supply, Delivery, Installation, Commissioning & Maintenance For Network Switches For Head Office, Ceylon Petroleum Corporation.

Bidding Documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 23.10.2025** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09 or download from CPC website, i.e - **<http://ceypetco.gov.lk/public-tenders/>** after payment of non-refundable fee of Rs 5,000.00 (Rs. 4,133.94 + 2.5% SSCL + 18% VAT) per set. Payment receipt should be submitted along with the Bid.

The Bid will be **closed at 1400 hrs. on 24.10.2025** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, at the above address, immediately after closing time of the Bid. Bidders or their authorized representatives may present at the opening of the bid. As per the Public Contract Act No. 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through **<https://eroc.drc.gov.lk/>** website and submit PCA 3 certificate along with their Bid.

Bids may be sent by post under registered cover or 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 Mawatha, Colombo 09.

Clarifications (if any) shall be sought from Software Engineer over Tele Nos. 011-7296319 or E-mail : **[supplies@ceypetco.gov.lk](mailto:supplies@ceypetco.gov.lk)**.

Chairman,  
Procurement Committee,  
C/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
01st Floor,  
No. 609, Dr. Danister De Silva Mwt.,  
Colombo 09.  
Tele : 011-7296336

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING &  
MAINTENANCE FOR NETWORK SWITCHES FOR HEAD OFFICE,  
CEYLON PETROLEUM CORPORATION**

**B/44/2025**

The Chairman, Departmental Procurement Committee on behalf of the Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible and qualified bidders established in Sri Lanka for Supply, Delivery, Installation, Commissioning, Maintenance For Network Switches For Head Office, Ceylon Petroleum Corporation.

Failure to furnish documents as indicated under Clause 1.4 of Instructions to Bidders (ITB) may result in the Tender being rejected.

## Table of Contents

<b>1. Instructions to Bidders (ITB) .....</b>	<b>5</b>
<b>2. Conditions of Contract (COC) .....</b>	<b>16</b>
<b>3. Scope of the Bid .....</b>	<b>19</b>
<b>4. Conditions, Task &amp; Technical Specification .....</b>	<b>20</b>
<b>5. Pricing Details (Bills of Quantities) .....</b>	<b>21</b>
<b>ANNEXURE – A Network Service &amp; Maintenance Response Time &amp; Locations .....</b>	<b>23</b>
<b>ANNEXURE – B Technical Specifications.....</b>	<b>24</b>
<b>ANNEXURE – C.....</b>	<b>28</b>
<b>Form of Bid .....</b>	<b>28</b>
<b>ANNEXURE - D.....</b>	<b>30</b>
<b>Format for Bid Security.....</b>	<b>30</b>
<b>ANNEXURE - E Form of Agreement.....</b>	<b>31</b>
<b>ANNEXURE – F Format for Performance Guarantee .....</b>	<b>33</b>
<b>ANNEXURE – G Form of Advance Payment Security.....</b>	<b>34</b>

## 1. Instructions to Bidders (ITB)

### 1.1 Introduction

The Chairman, Departmental Procurement Committee (DPC) on behalf of the Ceylon Petroleum Corporation **(CPC)** invites sealed bids from eligible and qualified bidders established in Sri Lanka for Supply, Delivery, Installation, Commissioning & Maintenance For Network Switches For Head Office, Ceylon Petroleum Corporation.

Location covered in this bid is Head Office Colombo 09.

Ceylon Petroleum Corporation (CPC) was set up as a main source for supply of energy in Sri Lanka established in 1961. It took over the entire business of imports, sales and distribution of Petroleum products within the country. Presently the Head Office of CPC is located in Colombo 09.

### 1.2 Eligibility Criteria

- I. The bidder should be a registered corporate in Sri Lanka under the companies Act.
- II. The bidder should have experience in the ICT Infrastructure services in the country for a minimum period of 08 years. Documentary evidence shall be produced to this effect.
- III. The bidder should have at least LKR 75 Million Annual averages turnover for last three years. Audited accounts should be submitted.
- IV. Experiences in providing Supply, Delivery, Installation, Commissioning, Maintenance For Same quoted brand Network Switches (Each value more than LKR 02 Million) during the last 5 years for Public or Private Sector institutes having critical networks infrastructure platforms.
- V. The company should furnish copies of documents which would establish successful execution and implementation of work of similar nature. Purchase Orders/Work orders of Customers where NETWORK SWITCHES has been implemented during the past five (5) years is to be enclosed in following format.

List of Clients of Similar Project.

Client/ Company	Contact Person& Designation	Contact Numbers, Email, Fax etc.	Details of Project and the Total Value	Current Status

- VI. The **bidder should be ISO certified** (For Quality Management) and the relevant ISO quality certificates to this effect should be enclosed with the Bid.
- VII. The bidder or its subsidiaries or affiliated companies should not be blacklisted by any government institution during the past **10 years**. (Bidder should have to submit letter mentioning this clause. If the bidder does not attached proof document or Letter CPC consider bid as non-responsive)
- VIII. The Bidder should be an Authorized Service Provider of the Original Equipment Manufacturer for following products,
  - A. Network Switches (Access & Core)

Proof of the same shall be enclosed by way of manufacturer authorization and shall be submitted with the bid together with the contact details of the Original Equipment Manufacturers and if applicable their distributors. **Bids submitted with non- inclusion of manufacturer authorization would be treated as non-responsive bids by CPC.**

- IX. Bidder shall submit duly completed and signed BOQ.
- X. Bidder shall submit Form of Bid duly completed and signed.
- XI. Bidder shall submit Bid Security Guarantee.

### **1.3 Basis of Bid**

- 1.3.1. Bids are to be forwarded on the basis Supply, Delivery, Installation, Commissioning & Maintenance for Network Switches at the location specified in **Clause 1.1.**
- 1.3.2. Bids are to be forwarded for the Supply, Delivery, Installation, and Commissioning & Maintenance for Network Switches in Ceylon Petroleum Corporation as per the Technical Specifications and Conditions stipulated in the Bidding document.
- 1.3.3 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated separately and to be supplied free of charge. If no exceptions are stated, CPC would assume that Bidder conforms to most stringent conditions of the Bidding document.

### **1.4 Issue of bidding document**

Bidding documents will be issued up to 1500 hrs. on **23.10.2025** Any intending Bidder shall purchase Bidding document Rs. 5,000.00 (Rs. 4,133.94 + 2.5% SSCL + 18% VAT) from Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

Bidding document will consist of the following and should be read in conjunction with any addenda.

- 01 - Instructions to Bidder (ITB)
- 02 - Conditions of Contract (COC)
- 03 - Scope of the work
- 04 – Technical Specifications
- 05 – BOQ
- 06 – Annexure

- I. Form of Bid (**Annexure C**)*
- II. Format for Bid Security Guarantee (**Annexure D**)*
- III. Form of Agreement (**Annexure E**)*
- IV. Format for Performance Guarantee (**Annexure F**)*

### **1.5 Documents to accompany the Bid**

All Bids should contain adequate particulars in respect of the items offered.

Failure to furnish the following documents and requested details with the Bidding document may result in the Bid being rejected. All documents shall be furnished in English language.

- I. BOQ (Section 05) duly completed and signed.
- II. Form of Bid (**Annexure C**) duly completed and signed.
- III. Bid Security (**Annexure D**)
- IV. Company profile of the Accredited Local Agent.
- V. Detail specifications of the Equipment offered.
- VI. Manufacturer's Guarantee for Items offered (If applicable).
- VII. Quality Certificate for Items offered from internationally recognized Institution.
- VIII. Manufacturer's letter of authority to quote and supply the proposed equipment.
- IX. Every bidder will be required to meet the specification hereof. Where the specification cannot be met, reasons thereof shall be explained.
- X. A copy of the valid Certificate of Registration issued by the Registrar of Companies together with the offer.
- XI. Proof documents for clause 1.2 eligibility criteria in section 01.

**Every Bidder will be required to initial and submit each page of the bidding document including drawings, relevant catalogues and other details along with the Bid.**

## **1.6 Sealing and marking of Bids**

Bids shall be submitted in duplicates as per the conditions specified in this Bidding document/ The original and the duplicate of the Bid should be placed in separate envelopes marked '**ORIGINAL**', '**DUPLICATE**'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES IN CEYLON PETROLEUM CORPORATION**" (the Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 24.10.2025** (to be completed with the time and date specified in the Bidding document) and shall be addressed to ;

Chairman,  
Departmental Procurement Committee,  
Bid for **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING  
& MAINTENANCE FOR NETWORK SWITCHES**,  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1st Floor, "CEYPETCO NIWASA",  
No.609, Dr. Denister De Silva Mawatha,  
Colombo 09.

If the outer envelope is not sealed and marked as required above, the CPC will assume no responsibility for the Bids being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

## **1.7 Period of Validity of Bids**

- 1.7.1 All offers shall be valid for a **period of 77 days (i.e until 08.01.2026)** from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**
- 1.7.2 Prices indicated in the BOQ (**Section 05**), shall be firm and shall not be subject to any price variation for acceptance by CPC within the period of validity stated in (**Clause 1.7.1**) above.
- 1.7.3 Price for 3 years comprehensive warranty, service charges & price of spare parts/equipment should be firm and valid during the 3 years warranty period.



## 1.8 Format and Signing of Bids

The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, **"SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES IN CEYLON PETROLEUM CORPORATION – ORIGINAL AND DUPLICATE** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.

The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be initialed by the persons(s) signing the Bid.

Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons signing the Bid.

## 1.9 Clarification of bidding document

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 ITB **Clause 1.6**. 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. Copies of the CPC's response will be sent to prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bidding documents.

## 1.10 Deadline for Submission of Bids.

Chairman, Departmental Procurement Committee, CPC must receive Bids at the address specified under ITB **Clause 1.6** not later than the time and date stipulated. Chairman, Departmental Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bidding documents, in which case all right and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

**Each Bidder shall submit only one offer. If the Bidder wishes to submit more than one offer or an alternate offer, it shall be submitted as a separate Bid.**

## 1.11 Late Bids

Any Bid received by the Chairman, Departmental Procurement Committee CPC, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

### 1.12 Modification, Substitution & Withdrawal of Bids

The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.

The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows;

The Bidders shall provide an Original and a Duplicate as specified in the ITB **Clause 1.6** of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES IN CEYLON PETROLEUM CORPORATION"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

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 addressed to the:-

Chairman,  
Departmental Procurement Committee,  
**Bid for SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING  
& MAINTENANCE FOR NETWORK SWITCHES,**  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1st Floor, "CEYPETCO NIWASA",  
No.609, Dr. Denister De Silva Mawatha,  
Colombo 09.

Bearing the Bid name and the words "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will be deemed to be valid.

### 1.13 Closing of Bids

Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach: Chairman, Departmental Procurement Committee, Bid for **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES,**

Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1st Floor, "CEYPETCO NIWASA",  
No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.

Not later than 1400 hrs. Sri Lanka local time on **24.10.2025**, If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the,

Manager (Procurement & Stores),  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1st Floor, "CEYPETCO NIWASA",  
No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.

#### **1.14 Opening of Bids by CPC**

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

Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
1st Floor, "CEYPETCO NIWASA",  
No.609, Dr. Danister De Silva  
Mawatha, Colombo 09.

Or such other place as arranged if the Manager Supply's Office is not available. The Chairman, Departmental Procurement Committee, CPC or his nominated representative will open the Bids in the presence of the Bidders and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/or their representatives shall sign a register as proof of their attendance.

The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

Bids (and modifications sent pursuant to ITB Sub **Clause 1.12**) that are not opened will not be considered for evaluation, regardless of the circumstances.

#### **1.15 Bid Security**

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be held for the specified period, and that the offer will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a licensed Commercial Bank in Sri Lanka and payable to the CPC on demand in a sum of Rs. **200,000.00**. Bank guarantee should be valid for 105 days from the closing date of bids (i.e. 05.02.2025).

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 Guarantee of the successful Bidder will be returned only after receipt of the **Performance Guarantee**.

#### **1.16 Bid Price**

Bidder shall submit the Bid in BOQ attached indicating Offer Validity, Delivery Period, Country of Origin, etc... Rates quoted shall be computed on the basis of Supply, Install, Configure, Test, Commission & Hand over and Maintain the system, showing,

- I. Cost of Service & Maintenance equipment
- II. Cost of Hardware Requirements
- III. Cost of Installation & Commissioning charges should be stated System, Technical support & transportation, etc...
- IV. Comprehensive annual maintenance cost including labor

Bidders are also required to duly sign and return the BOQ – marked Schedule indicating their offers in detail together with the Pro-forma Invoice.

Bidders are required to indicate the amount of VAT separately with VAT Registration No.

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

#### **1.17 Declaration**

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 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 (**Annexure C**) is attached.

#### **1.18 Pricing**

Prices should be quoted in Sri Lankan Rupees.

#### **1.19 Taxes/Duties/Etc.**

All applicable taxes should be clearly and separately mentioned in the commercial - Bid (BOQ).

## 1.20 Staff Strength

The Vendor should provide their staff who will be employed for this project with their Curriculum Vitae.

The vendor technical staff strength would be as follows (All relevant copies of the educational qualification should be included together with the bid):

- I. Should have **at least 1** permanent Senior Engineer in the ICT field specializing Networking, Security or Network related field with **at least 05 Years** Industrial experience.
- II. Should have **at least 2** Technical Specialists with ICT field with same OEM product certifications from the manufacturer with **at least 03 years** industry experience.

## 1.21 Penalties

**1 / 2000** of the contract value of the project per day for the delay of completion of project to the maximum of **10%** of the contract value. If the contract is further delayed, CPC have the right to cancel the contract without further payment to the Bidder.

## 1.22 Project Time Schedule

Bidders **must** provide their deliverable with this bid.

## 1.23 Preliminary Examination of Bids

The 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. The CPC may, at its discretion, call clarifications from Bidders.

The request for clarification and the response shall be in writing within 5 working days from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

## 1.24 Correction of Errors

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

1.24.1 Where the discrepancy is between the amount in figure and the amount in words, the amount in words will prevail.

1.24.2 Where the discrepancy is between unit rate and the line total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Chairman, Departmental

Procurement Committee, CPC 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.

1.24.3 The amount stated in the Form of Bid adjusted in accordance with the above procedure with the concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the correct amount of Bid, his Bid shall be rejected without affecting the Bid Security Guarantee.

1.24.4 The adjusted price is lower than the bid price the adjusted figure will be taken as the bid price. If the adjusted price is higher than the bided price the bided figure will be the bid price. The rates will be adjusted with the concurrence of the bidder to reach at the final bid price. If the bidder does not agree for such adjustment, his bid shall be rejected without affecting the Bid Security Guarantee.

## **1.25 Evaluation of Bids.**

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

The evaluation methodology will comprise

### Technical Requirements:

Specifications and supporting technical catalogues in compliance with Technical Specifications of this Bidding document including the information/details requested Under **(Clause 1.2)** of ITB.  
Specification of staff and previous experience

### Financial Evaluation of Bids:

The comparison of the total prices for **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES.**

In addition to the Bid prices indicated in the BOQ, the following factors will also be considered in the evaluation.

- I. Availability of spare parts.
- II. Past supply records of the offered brands in installed systems successfully operating in Sri Lanka
- III. Availability of After Sales Services
- IV. Prices of spare parts

## **1.26 Procurement Committee's right to accept or reject any or all Bids**

1.26.1 The Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.

1.26.2 The Procurement Committee reserves the rights to reject any or all Bids or any part thereof, without adducing any reasons. The Procurement Committee may accept any or all items of an offer and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

### **1.27 Notice of Acceptance**

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him in the tender form, soon after the receipt of the decision of Departmental Procurement Committee. Any change of address of the bidder should be promptly notified to the Chairman, Procurement Committee, Procurement & Stores Function, Ceylon Petroleum Corporation, 1<sup>st</sup> Floor, "CEYPETCO NIWASA", No.609, Dr. Danister De Silva Mawatha, Colombo 09.

### **1.28 Award Criteria**

Subject to ITB **Clause 1.25** the Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The successful Bidder will be called upon to sign the **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES**, at the location specified in **Clause 1.1** conforming to Technical Specifications, Conditions of contract and strictly on the agreed schedule for Completion as per **Clause 2.4** of COC. This bidding document contain three (3) sections and Procurement committee has rights to offer all to single Bidder or separate Bidders for each section.

The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen **Form of Agreement** is attached as **Annexure F**.

### **1.29 After Sales Services and Maintenance**

Bidder shall indicate availability of after sales services and maintenance facilities in detail with the offer for the purpose of evaluation. Faulty equipment replacement shall be immediate with a guaranteed service level agreement.

## 2. Conditions of Contract (COC)

### 2.1 Performance Guarantee

The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through/confirmed by a recognized Commercial Bank in Sri Lanka, in a sum equivalent to **10%** of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in **Annexure F**.

If the successful Bidder fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Bidders.

The successful Bidder, in the event of his failure to furnish the Performance Guarantee 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 Guarantee shall be forfeited.

The Purchase Order will be released only after the receipt of the Performance Guarantee. The Performance Guarantee shall be in favor of the CPC, and shall be valid to end of contract date (not less than contract period) from the date of letter of award.

To expedite opening of Letter of Credit, the Supplier/Principal shall on his own account instruct his Bank to Fax CPC. Date, Amount and validity period of the Performance Guarantee.

### 2.2 Mode of Payment

Full payment after supply, install, configure, testing & handing over completion. (20% of advance payment made based on the advance guarantee)

### 2.3 Defaults by Successful Bidder

If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPC for the **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES**, the CPC has the right to forfeit the performance guarantee of the supplier.

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 **Annexure C** is attached.

### 2.4 Delivery Period

Period of delivery shall be **60 days** from the date of confirmation of the order.



## **2.5 Force Majeure**

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

## **2.6 Arbitration**

If during 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 to for Arbitration.

Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka & in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The Place of Arbitration shall be Colombo, Sri Lanka.

## **2.7 Integration with existing IT Infrastructure**

This maintenance & service agreement should be applicable for current CPC IT infrastructure and bidders proposed solution should integrate with existing IT infrastructure of CPC.

- 2.12** The bidder must have a proven Help Desk system available 7x365 to record technical and remediate complaint calls and all such complaints should be logged together with the date and time.

## **2.13 Access to Confidential Information**

Bidder has to acknowledge that service provider will receive and have access to confidential information of the Ceylon Petroleum Corporation, and its clients and business associates (collectively, "Third Parties"). Service Provider will not, at any time, directly or indirectly, disclose reproduce, reverse engineer, decompile, disassemble or transfer, in whole or in part, any Confidential Information. As used herein, "Confidential Information" means any information, including but not limited to, communication infrastructure architecture, equipment installed mechanism, configurations, equipment installed physical locations, connectivity types, data can track on communication infrastructure (such as emails, database contents & backups etc.), system proposals, manuals, contracts, data, research materials relating to the business or affairs of the CPC or any Third Parties, Including information received by the Company pursuant to a confidentiality agreement with Third Parties.

**2.14 Non-disclosure confidential data**

Service provider shall have to agree to non-disclosure confidential data within contract period and also after five (05) year period start from agreement end date.

**2.15 Confidentiality and security of any password, pass code, device or token**

Service Provider shall agree to protect the confidentiality and security of any password, passcode, device or token used by CPC to access and utilize the CPC communication infrastructure, computerized systems, programs. Service Provider also agree to protect the confidentiality and security or communication infrastructure covered by this agreement.

### 3. Scope of the Bid

Bidders must provide their Proposal and provide relevant equipment, Materials & servicers according to their Proposal. The faulty replacement / by backup equipment offered should be proven products and not be prototypes.

The bidder shall cover the **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING & MAINTENANCE FOR NETWORK SWITCHES**. Scope of this contract in detail is as follows.

1. Bidder should have to response for any system error, service, and problem solving within given time in (**Annexure – A**) (including given condition in annexure).
2. Service & maintenance should be provide by a certified engineers within given working hours in (**Annexure – A**) on all working days, and if required, on weekends and also after normal working hours of CPC (ie. After 16.30 hrs. On week days)
3. Bidder must have technical staff to carry out warranty support for mentioned location within twenty-four (24) hours from the notification of any failure or emergency situation at CPC.
4. The selected bidder shall be responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning material and equipment. Each equipment should be cleaned once in a six months period regularly.
5. The Bidder shall be responsible for maintaining Network Switches and taking all necessary actions to prevent security threats for the system. The Bidder shall be responsible for, if third party interference with the system.
6. Bidder should have to provide proper training for newly installed equipment on behalf of end-of-life products.
7. Bidder should have to take necessary approvals from IT function before replacing the network switches.
8. After the installation work as over vender should handover all CDs, DVDs operational manuals, warranty certificates, documents and other stationery and similar accessories made available by the equipment vendor.

#### 4. Conditions, Task & Technical Specification

1. Please refer (**Annexure-B**) for the minimum required Technical Specifications for the 48 port Network Access Switches.
2. Country of origin of all offered products preferred to be either United States of America(USA), a member state of the European Union, United Kingdom (UK), Japan or China.
3. Bidder should carry out on site service warranty. (Transport, Labor and Technical service free of charge)
4. Bidder should attend any Network Switches failure within given time in (**Annexure-A**) and if any part replacements required, then it should be done immediately and take the system back to normal within 6 hrs.
5. Bidder should provide backup (on loan) equipment for faulty equipment for period of 60 days or until bidder replacing faulty part / equipment.
6. Should provide comprehensive service support for mentioned CPC location.
7. All brand new components should upgrade with newer version of system software and should enable tack support.
8. Bidder should have to take prior approvals from CPC IT function before attending the services & maintenance works.

## 5. Pricing Details (Bills of Quantities)

1. Bidder should have to submit proof documents to Manufacture / Principals Cost for BOQ
2. Bidder should have to include all costs in BOQ & can't claim any amount apart from that.

Items/works to be supplied by the bidder. Prices should including 3 years onsite comprehensive Warranty, System Updates, Service & Maintenance cost for total contract period. All proposed equipment should meet the technical specifications in Annexure-B

### ITEMS

	Item	Qty.	Unit Price ( Without VAT)	Total Price ( Without VAT )
1.	48 port Network Access Switch	22		
2.	10G Multimode transceivers To HO(Same OEM)	88		
3	Service & Maintenance cost for 22 Network Access Switches -First year			
4	Service & Maintenance cost for 22 Network Access Switches – Second Year			
5	Service & Maintenance cost for 22 Network Access Switches – Third Year			

### BOQ Total Summary

	Section	Section Total	SSCL (If Applicable( ..... %)	VAT(If Applicable) (..... %)	Total
1.	Section – 1				
	<b>Grand Total</b>				

Note –

Grand Total (With Taxes) in words \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Authorized Officer –

Signature

Stamp

## ANNEXURE – A Network Service & Maintenance Response Time & Locations

CPC Location		Defined Maximum Response Time (Hrs)	Bidders Response	
			Support Services Details Including Logistic Arrangements for Site Support and Hardware Replacement	Maximum Response Time (Hrs)
1.	Head Office	2:00		

## ANNEXURE – B Technical Specifications

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.

### I. Technical Specifications for 48 port Network Access Switch

Minimum Technical Specifications		Bidder Response (Yes / No)	Technical Reference s(Page Numbers)
1	Make		
2	Model		
3	Country of Origin		
4	Country of Manufacture		
5	The bidder should provide 3-Year comprehensive Warranty (24 X 7) for all equipment and software included in the proposed solution including OEM TAC Support and Committed SLA for Technical Support. OEM Letter should be attached		
6	The Manufacturer of the proposed products shall be positioned as a Leader in the Gartner Magic quadrant for last 3 publications (2025, 2024, 2022) for Enterprise Wired and Wireless LAN Infrastructure. (Documents should be attached)		
7	Proposed products must be of Enterprise Grade quality, and bidder should refrain from suggesting products falling within the SMB range.		
8	OEM must provide a valid Manufacturer Authorization Letter		
9	3 Year comprehensive hardware and Software warranty and services should be provided.		
10	Network Interfaces		
10.1	48 x 10/100/1000Base-T Ethernet ports and 4 x 10GE SFP+ ports & 2 x 10GE or more SFP+ stack ports;		
10.2	Dedicated stack ports are supported. Do not occupy service port bandwidth.		
11	Power over Ethernet Features		
11.1	Supports PoE+.		
11.2	Fast PoE: A switch provides power for PDs in seconds after a power module is installed. When a PoE switch restarts after a power failure, it does not need to wait		



	until the restart is complete. Instead, the PoE switch can continue to supply power to the PDs after the restart is complete. This greatly shortens the power failure time for the PDs.		
11.3	Permanent PoE: When the switch restarts (for example, during a software upgrade), the PDs connected to the switch are not interrupted. This ensures that the PDs are not powered off during the restart, ensuring zero PoE power supply interruption.		
<b>12</b>	<b>Switch Performance</b>		
12.1	Switching capacity $\geq 224$ Gbit/s		
12.2	Packet forwarding rate $\geq 168$ Mpps		
12.3	The memory capacity is 2 GB, which ensures reliable system running.		
12.4	Supports 1 GB, which can store more logs and facilitate device maintenance.		
12.5	Supports two cores and the dominant frequency is greater than or equal to 1.1 GHz. This ensures that the CPU usage is low for a long time and that the system will not be abnormal due to CPU overload in case of emergencies.		
<b>13</b>	<b>Switching Features</b>		
13.1	Supports 4K VLANs, voice VLANs, port VLANs, protocol VLANs, and IP subnet VLANs. Supports IEEE 802.1d(STP), 802.w(RSTP), 802.1s(MSTP).		
13.2	Supports at least 32K MAC address entries		
13.3	Supports policy-based VLAN and PVLAN/MUX VLAN.		
13.4	Supports IGMP v1/v2/v3, PIM-SM, PIM-DM, and PIM-SSM.		
13.5	Energy efficient Ethernet (EEE)		
13.6	VLAN slicing provides multiple logical networks (slices) on the same shared network infrastructure. Each slice serves a specific service type or industry user, and can flexibly define its logical topology, SLA requirements, reliability, and security level to meet differentiated requirements of different services, industries, or users.		
13.7	Traffic on multiple physical ports can be mirrored to one port. Supports flow mirroring and remote port mirroring (RSPAN).		
<b>14</b>	<b>Switch &amp; User Management</b>		

14.1	SNMPv1/v2/v3, Telnet, RMON, and SSHv2 Configuration and management using CLI, web, and GUI-based configuration software		
14.2	Supports local management and cloud managed devices. Switches can be configured, monitored, and inspected on the cloud through the cloud management platform, reducing deployment and O&M costs and reducing network OPEX.		
14.3	Supports USB-based deployment and system software upgrade. The USB port can be used for deployment, and the upgrade function does not need to be implemented on a computer.		
14.4	Supports unified user management, 802.1X, MAC, and Portal authentication modes, and supports 1024 authentication users online at the same time.		
<b>15</b>	<b>Network Security Features</b>		
15.1	A maximum of 2000 IPv4 ACL entries are supported.		
15.2	A maximum of 2000 IPv4 ACL entries are supported on the egress.		
15.3	Layer 2, Layer 3, and Layer 4 ACLs and bidirectional ACLs are supported.		
15.4	Supports the DRR, SP, and DRR+SP queue scheduling algorithms. Supports bidirectional port rate limiting and broadcast storm suppression.		
15.5	Supports security features such as IP source guard and provides authoritative.		
15.6	Supports ARP attack, DoS attack, ICMP attack, and CPU protection.		
<b>16</b>	<b>Reliability</b>		
16.1	Supports the G.8032 (ERPS) standard Ethernet ring network protocol, and the fault switching convergence time is less than 50 ms.		
<b>17</b>	<b>Power supply</b>		
17.1	Pluggable power module & to improve the reliability of the power supply, the device supports AC and DC power supplies. The number of supported power supplies is greater than or equal to 2.		
<b>18</b>	<b>Cooling System</b>		
18.1	To improve the reliability of heat dissipation, the device supports dual fans.		
<b>19</b>	<b>Layer-3 Features</b>		
19.1	Supports static routes, RIP, OSPF, RIPng, OSPFv3, IS-IS, IS-ISv6, BGP, and BGP4+		

19.2	IPv4 routing table $\geq 8000$		
19.3	IPv6 routing table $\geq 3000$		
19.4	Supports VRRP and BFD. Supports IPv6 and IPv4/IPv6 dual stack.		
<b>20</b>	<b>Stacking</b>		
20.1	Supports stacking. A stack of at least four hosts is supported.		
20.2	Dedicated stack ports are supported. Do not occupy service port bandwidth.		
<b>21</b>	<b>Device Reset &amp; Recovery Features</b>		
21.1	The device supports the reset button and the clear configuration button (PNP). 1. To reset the device, you need to remove and insert the power supply. You can press the button to reset the device. 2. If you forget the password, you can press the button to restore the factory settings.		
<b>22</b>	<b>Intelligent O&amp;M and Network Automation</b>		
22.1	Open interfaces can be used to compile executable Python scripts based on specific events on demand, implementing intelligent device management and reducing O&M costs and operation complexity.		
22.2	Support the telemetry technology to work with the network analysis component to analyze network data using the intelligent fault identification algorithm, accurately display the real-time network status, locate faults in a timely and effective manner, identify fault causes, and detect network problems that affect user experience, accurately ensuring user experience.		
<b>23</b>	<b>Others</b>		
23.1	OEM should have a local registered office in Sri Lanka for the any query of the installed system within warranty period. Bidder should provide valid documentary evidence/ letter from the manufacturer.		
23.2	OEM should have a spare part depot in Sri Lanka for the any query of the installed system. Bidder should provide valid documentary evidence/ letter from the manufacturer.		

## 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 Supply, Delivery, Installation, Commissioning & Maintenance For Network Switches For Head Office, Ceylon Petroleum Corporation we offer to complete the whole of said services 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 **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 according to bidding document after we receive notice of acceptance of our Bid from the CPC.
- A-8 We offer the lump sum fixed price of (foreign cost in figures)  
..... ..in words)..... .. and Sri Lanka Rupees  
(local cost in figures) (in words..... ..  
for Supply, Delivery, Installation, Commissioning & Maintenance for Network Switches for Head Office 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 ..... 2025.

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

Name .....

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

Signature .....

Witnesses:

1. Signature .....

Name: .....

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

2. Signature : .....

Name : .....

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

## Format for Bid Security

[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 PE) name and address of CPC/ 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 Bid; if a joint venture, list complete legal names of partners] (Hereinafter called "the Bid") 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 Bid, 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 Bid is in breach of its obligation(s) under the bid conditions, because the Bid.

has withdrawn its Bid during the period of bid validity specified; or does not accept the correction of errors in accordance with the Instructions to Bids (hereinafter "the ITB") of the IFB; or having been notified of the acceptance of its Bid by the CPC/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bid is the successful Bid, upon our receipt of copies of the Contract signed by the Bid and of the Performance Security issued to you by the Bid; or (b) if the Bid is not the successful Bid, upon the earlier of (i) our receipt of a copy of your notification to the Bid that the Bid 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 - E Form of Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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 Mwt., 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 “Supplier” 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 Works known as the Supply, Delivery, Installation, Commissioning & Maintenance For Network Switches For Head Office, Ceylon Petroleum Corporation should be supplied by the supplier, and has accepted a Bid by the supplier for the supply of such equipment, and the remedying of any defects therein.**

**The CPC and the supplier 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 Bidder'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 Technical specifications
  - The Bid dated \_\_\_\_\_
  - The Conditions of Contract
  - The Completed schedules and

In consideration of the payments to be made by the CPC to the Supplier as hereinafter mentioned, the supplier 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 Contract.

The CPC hereby covenants to pay the Supplier in consideration of the Supply and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

Authorized Signature of the CPC		Authorized Signature of the Supplier	
In the presence of		In the presence of	
Name		Name	
Signature		Signature	
Address		Address	



## ANNEXURE – F Format for Performance Guarantee

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

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

Date : .....

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

We have been informed that ..... [name of Bidder/ Supplier] (hereinafter called "the Bidder") 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 Bidder, 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 Bidder 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....., 2025 [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.

.....  
[Signature(s)]

## ANNEXURE – G Form of Advance Payment Security

*Name and address of Agency, and Address of Issuing Branch or Office]*

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

**Date :** .....

**ADVANCE PAYMENT GUARANTEE NO.:**.....

We have been informed that.....[name of Bidder] (hereinafter called “the Bidder”) has entered into Contract No.....(*reference number of the contract*) dated..... with you, for the .....Construction of..... [name of contract and brief description] (hereinafter Called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum.....[*amount in figure*] (.....[*amount in words*] is to be made against an advance payment guarantee.

At the request of the Bidder, we..... [name of issuing agency] Hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amountof.....[*amount in figures*] (... ..) [*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 in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Bidder.

This guarantee shall expire on.....[Insert the date, 28 days beyond the Intended Completion date]

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

-----

[Signature(s)]