Bank of Bhutan Ltd

Thimphu: Bhutan

**Request for Proposal
For
Supply, Delivery, Installation, Configuration, Commissioning
And Maintenance of Servers, Storage Associated
Components, Operating System, Oracle Database & other
Software and Licenses in TCO (Total Cost of Ownership) over
a 7-year basis**
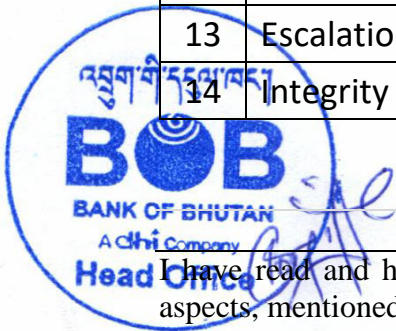
**[Tender No. : 000/BoB/Tender/2018/016]
(September 08, 2018]**

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

<u>CONTENTS OF THE BID DOCUMENT</u>

Sl#	Title	Section
1	Salient features of the bid	-
2	Checklist for bid submission	-
3	Instruction to Bidders	Section I
4	General Conditions of Contract	Section II
5	Request for Proposal & Special Conditions of Contract	Section III
6	Technical Specification for Compute Nodes (Blade/Rack Mount Servers)	Annex. A1
7	Technical Specification for Management server (Tape/Virtual environment), Storage, backup solution, tape, SAN switches, Ethernet Switches (Management/Server Farm) the required software	Annex. A2
8	Bills of Quantity	Annex. A3
9	Distribution of servers and storage in virtual environment	Annex. A4
10	Schedule Of Deviations	Annex. A5
11	Bid Form and Price Schedule	Annex. A6
12	Sample Forms	Annex. A7
	a) Contract Form	
	b) Performance Security Form	
	c) Power of Attorney Form	
13	Escalation Matrix	Annex. A8
14	Integrity Pact Statement	Annex. A9

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

SALIENT FEATURES OF THE BID

Sl #	Item	Remark
1.	Tender No. & date	**000/BoB/Tender/2018/016 dated 08/09/2018**
2.	Item Descriptions	Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of Servers, Storage, Associated components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR
3.	Bid Details:	
	Issue of Bid Document	On 8th September 2018
	Cost of Document	Nu. 5,000.00 (Non-refundable) payable during registration. International firms bidding for this RFP should register with the Procurement Manager, BOB through their local partner/agent.
	Place of Sale	Procurement Unit, BoB Head Office, Thimphu, Babesa (during office hours)
	Last date of Bid submission	3rd October 2018 (latest by 1430 hrs BST)
	Place of Bid submission:	Procurement Office , Bank of Bhutan Ltd, Babesa, Thimphu: Bhutan
	Bid Opening Date:	3rd October 2018 (1500 hrs BST)
	Place of Opening:	Conference Hall, BOBL, Corporate Office, Babesa, Thimphu.
4	Earnest Money Deposit	2% of the quoted price for each bid by Demand Draft or Cash Warrant only.
5.	Bid Validity Period	60 days starting from the date of tender opening.
6	Method of Procurement	Quality and Cost Based Selection (QCBS)

2 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

CHECKLIST FOR BID SUBMISSION

SL#	PARTICULARS	Requirement	Submitted*
I	**TECHNICAL BID**		
1	Valid trade licence	Yes	☐
2	Tax Clearance Certificate	Yes	☐
3	Audited Financial Statements for three years	Yes	☐
4	Power of attorney	Yes	☐
5	Earnest Money Deposit (EMD)	Yes	☐
6	Dealer authorization by the OEM (MAF)	Yes	☐
7	Signed & Stamped technical specification	Yes	☐
8	Signed Integrity Pact Statement	Yes	☐
II	**COMMERCIAL BID**		
1	Signed, Stamped & dated bid forms	Yes	☐
2	Signed and Stamped Price Schedule	Yes	☐

_ Please tick (√) whether submitted or not._*

Signature of the Bidder with seal

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Section I

Instructions to Bidders

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

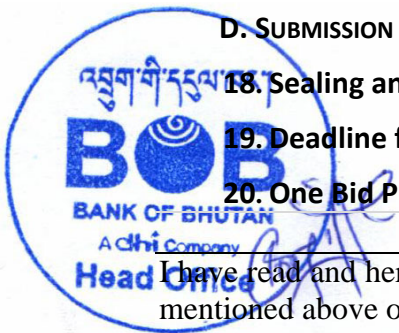Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

Table of Contents

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Section I
Instructions to Bidders

A. GENERAL

1. Scope of Bid

The Bank of Bhutan Limited, Thimphu (hereinafter referred to as "the Client") wishes to receive bids for Supply, Delivery, Installation, Configuration, Commissioning and maintenance of Servers, storage, associated components, operating system, Oracle database & other software and licenses described in Section 4 of Special Conditions of Instruction of Bidder & Special Conditions of Contract hereof (hereinafter referred to as "the Goods").

All bids are to be completed and returned to the Client in accordance with the "Instructions to Bidders".

2. Eligible Bidders

The Invitation to bid is open to all suppliers and authorized IT equipment dealers who hold a valid Ministry of Economic Affairs License, Royal Government of Bhutan (RGoB) or Indian and International firms having legal status to provide such services in Bhutan. Bids which are unaccompanied by such license will be liable for rejection. The Bidder shall furnish the following documentary evidence:

   i.   A profile of the firm.
   ii. Valid trade Licence or other documents to prove the legal status and place of registration of the business.
   iii. The firm should be well established with minimum of 10 years
   iv. Audited financial statements for the last 3 years
   v.   Minimum financial turnover of Nu. 100 million per annum (Average of last 3 Years).
   vi. The bidder must propose the entire solution on a turnkey basis.
   vii. The bidder should have a record of similar assignments carried out by the firm in the last 3 years.
   viii. Bidder should have certified engineer for proposed OEM equipment in their payroll.
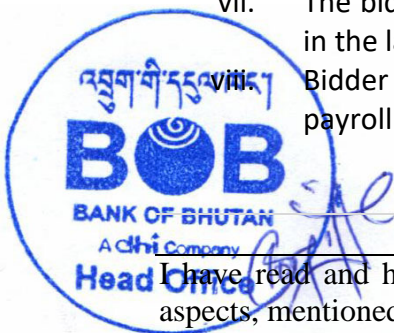
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

    ix.   Bidders should submit Manufacturer Authorization (MAF) Letter from OEM, brochures and data sheets along with the proposal for each quoted product (viz. Servers, Storage, Tape, Virtualization software, operating system and database license)

    x.   The bidder should provide documentation of detailed configurations, IP addresses, architectural diagram and other relevant documents such as SOP/User guide but not limited.

    xi.   Failing to submit the any or all the required documents with the tender documents will be treated as non-responsive and hence will be rejected.

Bidders, as a condition of eligibility, should execute and attach to their bids an Integrity Pact Statement in the form provided in Annexure A9. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and delivery of its bid and the Client will in no case be responsible or liable for those costs.

4. Joint Bids

Joint Bids shall be allowed with shared liability jointly and severally. The Joint Bids include bids by collaborations and consortiums between different OEM's.

While it is not mandatory to have a legal joint venture entity, Bhutanese firms are encouraged to form a reliable and long-term relationship with reputed regional/international manufacturers/vendors for this project and international firms are encouraged to partner with a local Bhutanese entity.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

B. The Bidding Documents

5. Bidding Documents

5.1 The goods required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the Notice Inviting Quotations, the Bidding Documents include:

    i.   Instructions to Bidders
    ii.   Conditions of Contract
    iii.   Special Conditions of Contract
    iv.   Bid Form and Price Schedules
    v.   Sample Forms

        a.   Bid Security Form
        b.   Contract Form
        c.   Performance Security Form
        d.   Power-of-attorney form (if applicable)

The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect, would result in the rejection of that Bid.

6. Clarification of Bidding Documents

6.1 Prospective Bidders requiring any further information or clarification of the Bidding Documents may notify the Client in writing or by fax at the Client's mailing address indicated below:

Bid Clarification	Technical Clarification
Cheten Dorji	**Raju Tamang**
Procurement Manager	IT Officer
Bank of Bhutan Limited	Bank of Bhutan Limited,
P.O Box No. 102	Data Center, Phuentsholing
Thimphu Bhutan.	Chhukha: Bhutan
PABX: +975- 02-334333 (Ext – 0023)	**PABX: +975- 02-334333 (Ext- 0125/0127)**
Email: Cheten.dorji@bob.bt	**Email:** raju.tamang@bob.bt
cc: bharat.gurung@bob.bt	**cc:** bharat.gurung@bob.bt

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

The Client will respond in writing by email to any request for information or clarification of the Bidding Documents, which it receives not later than 10 (Ten) days prior to the deadline for the submission of Bids prescribed by the Client. The Client's response (including an explanation of the query) will be sent in writing by email to all prospective Bidders who have purchased the Bidding Documents.

7 Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addendum.

7.2 The amendment shall be part of the Bidding Documents, pursuant to Clause 5 above and it will be notified by email to all prospective Bidders who have received the Bidding Documents, and will be binding on them.

7.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the Client may, at its discretion, extend the deadline for the submission of Bids.

C Preparation of Bids

8 Language of Bid

8.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged between the Bidder and the Client, shall be in English. Any printed literature furnished by the Bidder may be in any other language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### 9 Documents Comprising the Bid

9.1 The Bid prepared by the Bidder shall comprise the following components:

(a) Bid Form and Price Schedules completed in accordance with Clauses 10, 11 and 12,

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
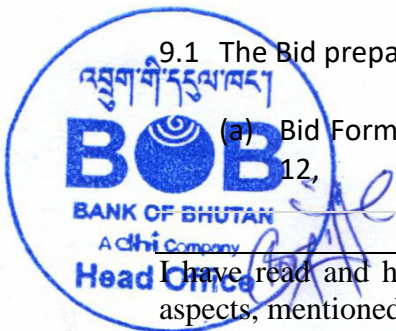
(b) Documentary evidence establishing, in accordance with Clause 13, that the Bidder is eligible to bid,

(c) Documentary evidence establishing, in accordance with Clause 14, that the Bidder is qualified to perform the Contract if its Bid is accepted,

(d) Documentary evidence establishing the compliance of the technical specification in accordance to annexure A1 through A4. The bidders are required to furnish detailed statement of compliance.

(e) Bid security furnished in accordance with Clause 15,

(f) Statement of agreement (or exceptions if any) with terms and conditions stated in Section III, Subsection 3,

(g) Overall description of your approach to meeting the Client's requirements,

(h) Details of Key Contact Persons as required in Section III Subsection 3.20,

(i) Any other important/critical factors,

(j) Integrated Cost Sheet covering all bid areas,

(k) Information on annual turnover of the Bidder,

(l) The bidder

(m) Check list of main documents (EMD, Trade License, dealer authorization by the OEM, Tax Clearance Certificate, Power of Attorney, Signed, Stamped and dated bid forms, Signed and Stamped Price Schedule, Signed & Stamped technical specification).

10 Bid Form

10.1 The Bidder shall complete & submit an original and one copy of the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents.

11 Bid Prices

11.1 The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under the Contract. Price should be for locations specified (Data Centre at Thimphu and Disaster Recovery Site at Phuentsholing) inclusive of all taxes and duties and should be firm for the period of the bid validity.

11.2 The bidder at its discretion may propose for at least the minimum requirement or may propose the higher model provided as per the annexure A1 through to A4

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

11.2   The bidders may quote either of the options as blade servers or rack mount servers as per the minimum specifications provided in Annexure A1. However in the case of blade servers the bidders are required to quote different chassis for OVM environment, VMware Environment and UAT environment.

11.3   The bidders are required to quote for the other related components viz. storage, backup solution, tape library, SAN switches, Server farm switches and the management switches and related components as per the specification provided in Annexure A2

11.4   Summary of the entire BOQ (Both HW and the required software) is specified in Annexure A3.

11.5.   Details of goods are provided in Annexure A1 through A3, Technical Specification and BOQ

11.6.   The bidders are required to quote the entire BOQ (Both HW and the required software) as specified in the annexure A1 through A2 as per the Bid Form and Price Schedule as specified in Annexure A6. Failing to quote for the entire BOQ listed in the Annexure A3 will be treated as non-responsive and hence will be rejected.

Bid evaluation shall be carried out based on Total Cost of Ownership (TCO) over a period of 7 years from the date of installation/commissioning for the whole project. Only one Bidder shall be selected for the entire work.

Should the selected supplier fail to accept the contract despite a valid bid accepted by the Client, the EMD shall be forfeited and tender awarded to the next selected Bidder.

Prices quoted by the Bidder shall remain fixed and valid for 60 (SIXTY) days from the date of bid opening and will not be subject to variation on any account except as provided for in Sub-Clause 16.2 of Instructions to Bidders. A bid submitted with price adjustment conditions, will be treated as non-responsive and will be rejected.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

12 Bid Currencies:

12.1   Prices shall be quoted in Ngultrum (BTN) or Indian Rupee (INR) or US Dollar (USD). The Bank of Bhutan Ltd's TT selling rate on the date of bid opening shall be used for evaluation purpose for bids quoted in USD.

13   Documents Establishing Eligibility of the Bidder

13.1 The Bidder shall furnish, as part of its Bid, certification establishing the Bidder's eligibility to bid pursuant to Clause 2 of Instructions to Bidders.

14   Documents Establishing the Bidder's Qualification to Perform the Contract

14.1 The documentary evidence of a Bidder's Qualification to Perform the Contract, if its bid is accepted, shall establish to the Client's satisfaction prior to award of Contract:

(a)   That the Bidder has carried out similar contracts in the past with other Government organisations or corporations.

(b)   That the Bidder has the financial capability to perform the contract, supported by audited financial statements for last three financial years.

(c)   That all the equipment offered by the Bidder shall meet the technical specification and also be fully compatible with the requirement by the Client.

(d)   That the Bidder must provide highly competitive pricing – pricing reserved for their largest and most important accounts – both at the outset of the relationship and on an ongoing basis. The Client expects its Bidders to assist in identifying opportunities to reduce the cost of these services

(e)   That the Bidder has the capacity to deliver the required equipment/solution(s) in good time.

(f)   That the Bidder's production capability necessary to perform the Contract is adequate, in addition to satisfying all the conditions mentioned in (a) through (e).

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

15 Bid Security

15.1 The Bidder shall furnish 2% of the quoted price as Earnest Money Deposit (EMD), which is refundable. The EMD should be enclosed in the same sealed envelope as the Technical Bid. Any bid not accompanied by the EMD shall be rejected.

15.2 The Bid security shall be valid for 30 (thirty) days beyond the validity of the Bid and shall be in the form of Demand Draft/Cash Warrant issued by the Bank of Bhutan or any other commercial bank in Bhutan.

15.3 Any bid not secured in accordance with Sub-Clause 15.1 and 15.2 above shall be rejected by the Client as non-responsive during bid evaluation, pursuant to Clause 26 – Preliminary examination of bids.

15.4 An unsuccessful Bidder's bid security will be discharged/returned as promptly as possible upon award of Contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Client, pursuant to Clause 16 of Instructions to Bidders.

15.5 The successful Bidder's bid security will be discharged/returned upon furnishing the performance security, pursuant to Clause 34 and the Bidder's executing the Contract, pursuant to Clause 33 of Instructions to Bidders.

15.6 The bid security may be forfeited:

    i. If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

    ii. In the case of a successful Bidder, if the Bidder fails

        a) To sign the Contract in accordance with Clause 33 of Instructions to Bidders; or

        b) To furnish the Performance Security in accordance with Clause 34 of Instructions to Bidders.

16 Period of Validity of Bids

16.1 Bids shall remain valid for 60 (SIXTY) days from the date of bid opening prescribed by the Client, pursuant to Clause 23 of Instructions to Bidders.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

16.2 Notwithstanding Sub-Clause 16.1 above, the Client may solicit Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by email. If the Bidder agrees to the extension request, the validity of the bid security provided under Clause 15 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. Bidders granting the request will not be required or permitted to modify its Bid.

17 Formats and Signing of Bid

17.1 The original Bid Form and accompanying documents (as specified in Clause 9 of Instructions to Bidders), clearly marked "Original Bid" must be received by the Client at the date, time and place specified pursuant to Clauses 18 and 19 of Instructions to Bidders. The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to sign on behalf of the Bidder. Written power-of-attorney accompanying the Bid shall indicate such authorization. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature. The name and position held by each person signing must be typed or printed below the signature.

17.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

18 Sealing and Marking of Bids

18.1 Alternative Bids for the same platform from the same Bidder shall not be permitted; however the Bidder may submit independent bids for different platforms with separate TECHNICAL and COMMERCIAL BIDS for each option. Bid for each platform should independently comply with all the RFP requirements, including separate EMDs.
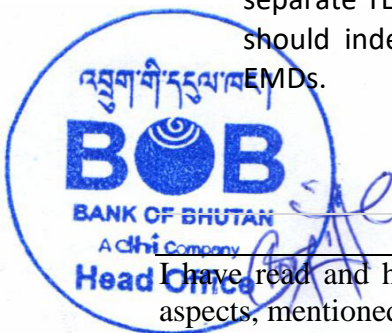
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

18.2   The Bidders shall duly complete the formats of Technical Bid and Commercial Bid and the same will be submitted through hard copy in a sealed envelope in person or through registered post at Bank of Bhutan Ltd, Corporate Office.

18.3   Bids shall be delivered by hand, couriered or sent by registered post. The Bidder shall seal the original of the Technical and Commercial Bids in separate inner envelopes contained within one outer envelope. The COMMERCIAL BID envelope shall contain only the price schedule as per format provided. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

The inner envelopes shall:
   a) bear the name of the bidder and identification number of the Tender as defined;
   b) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder,
   c) be marked "ORIGINAL" and
   d) be marked "TECHNICAL BID" and "COMMERCIAL BID" as the case may be.

 The outer envelope shall:
   a) be marked "Confidential";
   b) be addressed to the Purchaser at the address below:

   Procurement Manager
   Bank of Bhutan Limited
   P.O Box No. 102
   Thimphu Bhutan.
   PABX: +975- 02-334333 (Ext – 0023)
   (Attn: Cheten Dorji, Procurement Manager)

   c) Provide a warning not to open before the specified time and date for Bid Opening as defined.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

In addition to the identification required above, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late.

If the outer envelope is not sealed and marked as above, the Client shall assume no responsibility for the misplacement or premature opening of the Bid.

Bidders are required to submit both the technical bid and the commercials in separate envelops clearly marked as "TECHNICAL BID" and "COMMERCIAL BID" within an outer envelope. The commercial bid shall only be opened if the Bidder meets the eligibility criteria and fulfils the technical requirements of the RFP. The commercial bid shall be returned unopened if the technical bid is deemed to be unresponsive.

A **softcopy** of the Technical Bid (only) must also be submitted in a CD-ROM/ removable media enclosed in a sealed envelope along with the hard copy of the Technical Bid to the address indicated under information contacts section. The file should be named as follows: **[Client_RFP-(your_company_name)].** The soft copy of the response must be in one of the Office Suite formats (Microsoft® Excel or Word), and Adobe® Acrobat.

19 Deadline for submission of Bids

19.1 The original Bids must be received by the Client at the address specified in Sub-Clause 18 above not later than "**1430 hours (BST) on 3rd October 2018**".

19.2 The Client may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 7 above, in which case all right and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20 One Bid per Platform per Bidder

20.1 Each Bidder shall submit only one Bid per platform either by itself, or as a responsible officer in the management of the company. A Bidder who submits or participates in more than one Bid per platform will be disqualified. Any bidder submitting alternative bids must comply with clause 18.1 above.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

21   Late Bids

21.1   Any Bid received by the Client after the deadline for submission of Bids prescribed by the Client, pursuant to Clause 19 above, will be declared "Late" and rejected and returned unopened to the Bidder.

22   Modification and withdrawal of Bids

22.1   The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of Bids.

22.2   The Bidder's modification or withdrawal notice shall be prepared, sealed, stamped, marked and dispatched in accordance with provisions of Clause 18. A withdrawal notice may also be sent as a scanned document by email but must be followed by a signed confirmation copy.

22.3   No Bid shall be modified/withdrawn after the deadline for submission of Bids.

22.4   No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

E.   Bid Opening and Evaluation

23   Opening of Bids by Client

23.1   The Client will open Bids, in the presence of Bidders' representatives who choose to attend at 1500 hours (BST) on 3rd October 2018 at the following location:

Conference Hall,
Corporate Office,
Bank of Bhutan Limited,
Babesa, Thimphu
Bhutan

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

23.2 The Bidders' representatives who are present shall sign a register/Bidders attendance sheet evidencing their attendance.

23.3 Only the Technical Bids will be opened and scrutinized only for requirements as per the checklist for bid submission.

23.4 The Bidders' names, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Client, at its discretion, may consider appropriate will be announced and recorded at bid opening.

23.5 Thereafter the Client may invite the bidders to present their Technical Bids in detail and reply to the Client's queries on the Technical Bids submitted. Based on an assessment of the Technical Bids, the Client may reject bids that do not meet the Client's technical requirements. This will be completed by 1400 hours on 24th October 2018.

23.6 Commercial Bids shall be opened on 24th October 2018 at 1400 hours at a venue to be advised by the Client, in the presence of Bidders' representatives who choose to attend. However in the event the technical bid evaluation is completed before the stipulated time the client may pre-pond date for opening of the commercial bids. The client shall notify the bidder regarding the changes

23.7 The Commercial Bids of only those Bidders who have fulfilled the technical requirements shall be opened. The Commercial Bids of Bidders who have not fulfilled the technical requirements shall be returned unopened.

23.8 The Client shall prepare Minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub- Clause 23.3.

23.9 The Minutes shall include, as a minimum:

  a. the Contract title and reference number;
  b. the Bid number;
  c. the Bid deadline date and time;
  d. the date, time and place of Bid opening:
  e. Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;

13 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

f.   the presence or absence of Bid security and, if present, its amount and validity;

g.   name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;

h.   the names of attendees at the Bid opening, and of the Bidders they represent (if any);

i.   details of any complaints or other comments made by attendees/representatives attending the Bid opening, including the names and signatures of the attendees/ representatives making the complaint(s) and/or comment(s); and

j.   The names, designations and signatures of the members of the Bid Opening Committee.

23.10 The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

23.11 The prices of bids, all discounts offered will be announced and recorded at Commercial Bids opening. Any discount which is not read out and recorded at bid opening will not be taken into account in bid evaluation. Announcement of the Commercial Bids will however not tantamount to award of the contract to the lowest announced bid at the opening of the Commercial Bids.

23.12 The award of the tender/contract will be announced only after the Commercial Bids are thoroughly evaluated, validated and combined with the technical bid.

24   Process to be confidential

24.1   Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Client's processing of Bids or award decisions may result in the rejection of the Bidder's Bids.
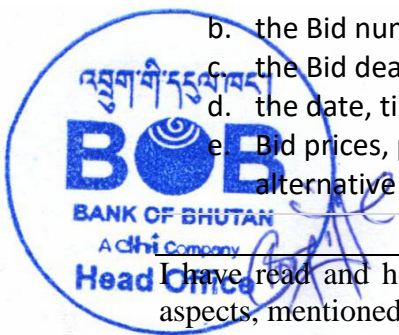
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

25   Clarifications of Bids

25.1   To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted.

25.2   Failing to respond to the clarifications sought by the client within two working days will be treated as non-responsive and hence will be rejected.

26   Preliminary examination of Bids

26.1   The Client will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

26.2   Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the Total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

26.3   Prior to the detailed evaluation, pursuant to Clause 27, the Client will determine substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one
   a) which effects in any substantial way the scope, quality or performance of the Goods;
   b) which limits in any substantial way, inconsistent with the provisions of the Bidding Documents, the Client's rights or the Bidder's obligations under the Contract;
   c) Or whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

15 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

26.4   A Bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

27   Evaluation and comparison of Bids

27.1   The Client will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 26 above.

27.2   The Client's evaluation of a Bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid. (Refer Special Conditions of Contract, Section 3, Sub Section 3.12)

27.3   No credit will be given for earlier completion. Bids offering Late Delivery Schedules (LDS) will NOT be accepted.

27.4   No conditional offer(s) will be accepted. A bid with conditional offers shall be rejected.

27.5   The Client's evaluation of a Bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in this clause.

   a) *Contractual and Commercial Deviations:*
       The cost of all-quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Client will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bids. The deviation schedule is as per Annexure A6.

27.6   The technical evaluation will be carried out as per the table below

#	Particulars	% Breakup	Total %	Description
		1%		10 years
1	Establishment of Firm	3%	5%	11 - 15 years
		5%		15 years and above
2		1%	5%	100 Million

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

#	Particulars	% Breakup	Total %	Description
	Financial Capacity (Annual Turnover - Average of last three years)	3%		101 to 150 millions
		5%		More than 150 million
3	Experience and Technical Capacity	5%	10%	Record of similar task carried out by the firm *.
		3%		OEM Training Certification**
		2%		After Sales Support***
4	Technical	40%	40%	Technical Compliance (Will be further evaluated as per 27.7)
	Total		*60%*	

The minimum score required for the opening of the financial bid from the above calculation is 80 % (i.e. 48% in 60%)

	Details	Points
*	One Task	1
	Two Tasks	3
	Three tasks or more	5
**	Two Certified Engineers	1
	Three Certified Engineer or more	3
***	24 X 7 Support and replacement of critical spares within three hours at DC and 8 hours in DR	2
	24 X 7 Support and replacement of critical spares within Eight hours in DC and 16 hours in DR	1
	Next Day Service	Not Acceptable

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

27.7 The bidders are required to submit the compliance sheet as per the technical specification provided A1 through A3. The technical compliance will be calculated as under:

Total specification - x
Complied Specification - y
Non Complied Specification -z

$$\text{Technical compliance} = \frac{\text{Complied Specification (y)}}{\text{Total specification (x)}} \times 40\%$$

27.8 Financial bids of only those bidders who score the minimum technical score of 80% will be considered for the calculation below. The financial score will be calculated as;

$$\frac{\text{(Lowest quoted bid among qualifying bids)}}{\text{(Financial bid quoted by the bidder)}} \times 100\%$$

The score derived from the above calculation will be brought down to 40%

27.9 The score a bidder achieves from the technical stage and the financial stage of evaluation shall be used for determining the lowest evaluated bidder.

The evaluation for the final proposal are as under:

a. **Technical Score**   -   **60%**
   i.   Firm Establishment   -   5%
   ii. Financial Capacity   -   5%
   iii. Experience and Technical Capacity -   10%
   iv. Technical Compliance   -   40%
b. **Financial Score**   -   **40%**

   Total   -   **100%**

The formula for determining the lowest evaluated bidder is;

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
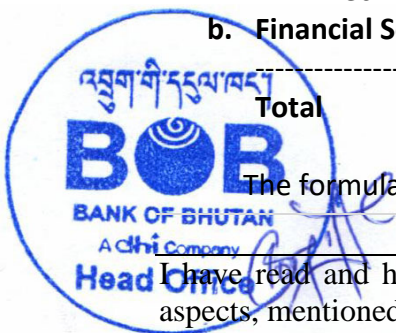
$$60\,\% \left[\text{Technical score} \right] + 40\% \left[\text{financial score} \right]$$

The bidder scoring the highest from the above calculation will be awarded the Contract

27.10 In addition to satisfying all of the conditions mentioned in paras 27.1 through to 27.9 above, the selection criteria includes other criteria as mentioned in *Special Conditions of Contract, Section 3, Sub Section 3.12.*

28 Contacting the Client

28.1 Subject to Clause 25 above, no Bidder shall contact the Client on any matter relating to its Bid, from the time of bid opening to the time the Contract is awarded.

28.2 Any effort by a Bidder to influence the Client's decisions in respect of bid evaluation, bid comparison or Contract awards will result in the rejection of the Bidder's Bid.

29 Client's right to accept any Bid and to reject any or all Bids

29.1 The Client reserves the right to accept or reject any Bid or to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for the Client's action.

F. Award of Contract

30 Post qualification and Award

30.1 The Client will determine to its satisfaction whether the Bidder selected on the basis of the lowest-evaluated, responsive Bid is qualified to satisfactorily perform the Contract.

30.2 The determination will take into account the Bidder's financial, technical and production/support capabilities. It will be based on an examination of the

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 14 above, as well as such other information as the Client deems necessary and appropriate.

30.3   An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.

30.4   The Client will award the Contract to the successful Bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

31   Client's right to vary quantities at the time of Award

31.1   The Client reserves the right at the time of award of Contract to increase up to twenty per cent (20%) or decrease by up to twenty per cent (20%) of the unit of Goods specified in the Specifications, without any change in unit price or other terms and conditions.

32   Notification of Award

32.1   The Client will notify the successful Bidder in writing or by email to be confirmed in writing, that its Bid has been accepted and on which basis the Bid has been accepted.

32.2   The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 33.

33   Signing of Contract

33.1   Within 10 (ten) days from the date of issue of the notification of award of contract, the successful Bidder will be requested to come and sign, date and seal the contract agreement at the office of Chief Executive Officer, Bank of Bhutan Limited, Thimphu Bhutan.

33.2   The Chief Executive Officer, Bank of Bhutan Limited, Thimphu Bhutan shall be the authorized signatory to sign and execute the contract with the selected Bidder in

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

accordance with the provisions of this bid document, and any other specific instructions issued by the Board of Directors of Bank of Bhutan Limited.

34 Performance Security

34.1 At the time of signing of the contract, the successful Bidder shall furnish the performance security, in accordance with the General Conditions of Contract Section II, Clause 11.

34.2 The Performance Security @ 10% of the contract value shall be furnished by the successful Bidder in the form of Bank Guarantee (valid for 36 months after successful installation and commissioning) issued by any commercial bank in Bhutan (except Bank of Bhutan Ltd).

34.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or Sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Client may award the Contract to the next selected Bidder whose offer is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Section II

General Conditions of Contract

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

Table of Contents

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Section II
General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a) "The Contract" means the agreement entered into between the Client and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

c) "The Goods" means all the equipment, machinery, and/or other materials, which the Bidder is required to supply to the Client under the Contract.

d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and Insurance, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract.

e) "The Client" means Bank of Bhutan Limited with its corporate office at Thimphu, Bhutan.

f) "The Bidder" means the individual or firm supplying the Goods and Services under this Contract.

g) "Day" means calendar day.

2. Use of contract documents and information

2.1 The Bidder shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

2.2 The supplier shall not, without the Client's prior written consent, make use of any document or information specified in Clause 2.1 above, except for purposes of performing the Contract.

2.3 Any document, other than the Contract itself, specified in Clause 2.1 above, shall remain the property of the Client and shall be returned (in all copies) to the Client, on completion of the Bidder's performance under the Contract, if so required by the Client.

3. Change orders

3.1 The Client may at any time, by a written notice to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

   a) Specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Client; or
   b) The method of shipment or packing; or
   c) The place of delivery.

3.2 Upon notification by the Client of such change, the Bidder shall submit to the Client an estimate of costs for the proposed change (hereinafter referred to as the Change) within ten (10) days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change, if applicable.

3.3 The Bidder shall not perform changes in accordance with Clause 3.1 above until the Client has authorized a change order in writing on the basis of the estimate provided by the Bidder as described in Clause 3.2 above.

3.4 Changes mutually agreed upon as a Change shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

3 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

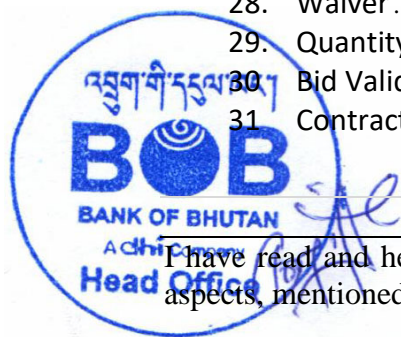### 4. Contract amendments

4.1 Subject to Clause 3, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the parties.

5. Sub-contracts

5.1 The Bidder shall not sub-contract all or any part of the Contract without first obtaining the Client's approval in writing of the sub-contracting and the sub-contractor in case of works.

5.2 The supplier shall guarantee that any and all sub-contractors of the Bidder to performance of any part of the work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.

6. Country of Origin

6.1 For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

7. Inspection and tests

7.1 The bidder shall furnish with the relevant document (certificate) for each equipment being delivered pertaining to the quality inspections and tests being carried out by the manufacturer prior to import.

7.2 The Client or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Specifications.

7.3 The inspections and tests may be conducted on the premises of the Bidder or its sub-contractor(s), at point of delivery and at the Goods' final destination. When conducted on the premises of the Bidder or its sub-contractor(s), all reasonable

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.

7.4 Should any inspected or tested Goods fail to conform to the Specifications, the Client may reject them, and the Bidder shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Client.

7.5 The Client's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Bhutan shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Client or its representatives prior to the Goods' shipment from the country of origin.

7.6 Nothing in this Clause 7 shall in any way release the Bidder from any Warranty or other obligations under the Contract.

7.7 The Client or its representative shall have the right to inspect and/or to test the deployed equipment/solution(s), to verify conformity to the specifications stated in the design/Contract. The inspection procedures and tests to be conducted by the Client in respect of the service(s)/equipment/solution(s) being provided and the relevant details will be specified in the Contract. This test must be carried out before the Job Completion Form/ Delivery sign-off can be obtained on any provided equipment/solution/service.

8. Packing

8.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,
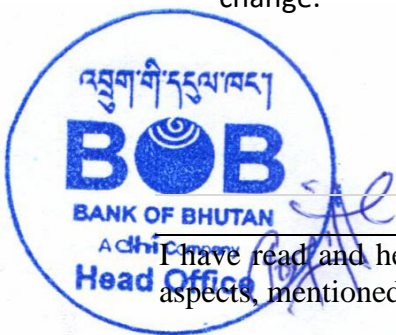
Signature & Seal_____ (Authorized Signatory)
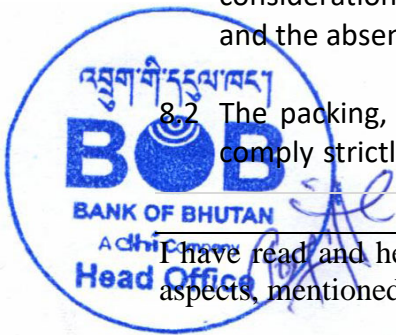
the Contract, including additional requirements, if any and in any subsequent instructions ordered by the Client.

9. Delivery & installation of goods

9.1 Delivery of the Goods and services shall be made by the Bidder in accordance with the terms specified in the **Price Schedule – Annexure A6**. All the equipment should be properly installed, configured and commissioned at the office of Bank of Bhutan Limited within the dates specified by the Client in this RFP. All equipment will undergo a joint inspection between Bank of Bhutan Limited (BOBL) and the selected Bidder after the installation is completed by the Bidder. There would be an Installation Completion Report which will have to be signed off by Bank of Bhutan Ltd representative upon which the installation process will be considered as complete.

10. Patent Rights

10.1 The Bidder shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

11. Performance Security

11.1 The selected Bidder shall provide the performance security to the Client for the amount indicated in the contract. Such performance security shall be provided, in a form satisfactory to the Client, at the time of the signing of the Contract.

11.2 The proceeds of the performance security shall be payable to the Client as compensation resulting from the Bidder's failure to complete its work under the Contract satisfactorily. The Bidder shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended pursuant to Clause 16.2

11.3 The performance security shall be denominated in the currency of the Contract and shall be in the form of a Bank Guarantee issued by a bank acceptable to the Client.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
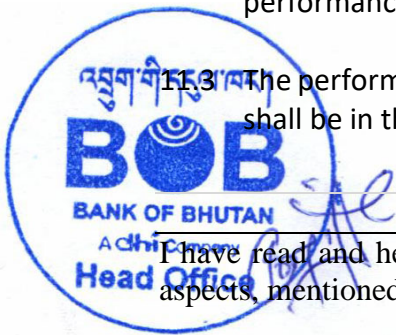
12. Insurance

12.1 All Goods supplied under the Contract shall be fully insured in the currency of Contract against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Evidence of such insurance shall be furnished to the Bank within 7 days of dispatch of goods.

13. Warranty

13.1 The Bidder warrants to the Client that the Goods supplied under the Contract will comply strictly with Contract and shall be free from all defects. The Bidder further warrants to the Client that all materials, equipment and supplies furnished by the Bidder or its sub-contractors for the purpose of the Goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.

13.2 This Warranty shall be comprehensive on-site warranty and remain valid for thirty six (36) months after all the Goods have been delivered, commissioned and the installation completion Report has been duly signed off by Bank of Bhutan Ltd representative

13.3 The Client will not release the performance security that will be deposited by the supplier at the time of signing contract until the time the supplied equipment have been successfully field tested and proven their quality and the warranty period of 36 months after the installation is over.

13.4 The Client shall promptly notify the Bidder in writing of any claim arising under this Warranty.

13.5 Upon receipt of such notice, the Bidder shall promptly repair or replace the defective Goods or parts thereof, without cost to the Client other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

13.6 Without prejudice to Clauses 13.2 and 13.5 above, the Bidder shall within the warranty period, promptly correct, at no cost to the Client, any defect in any work

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
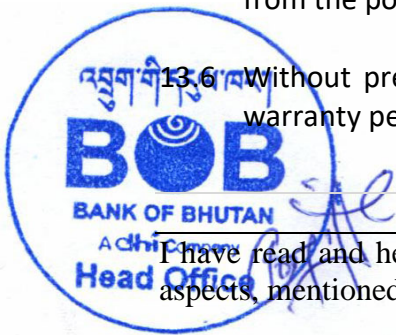
of correction performed pursuant to Clauses 13.2 and 13.5 above, upon receipt of written notice of defect within 7 working days.

13.7   If the Bidder, having been notified, fails to remedy the defect(s) in accordance with the Contract, the Client may proceed to take such remedial action as may be necessary, at the Bidder's expense. The Bidder's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Client may have against the Bidder under the Contract.

14. Payment

14.1   The selected Bidder's request(s) for payment shall be made to the Client in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by documents submitted pursuant to Clause 9 and upon fulfilment of other obligations stipulated in the Contract.

14.2   Payment shall be made promptly by the Client, but in no case later than 30 (thirty) days after submission of an invoice or claim by the selected Bidder.

14.3   The currency or currencies in which payment is made to the selected Bidder under this Contract will be made in the currency or currencies as specified by the bidder in the Price Schedule Annexure A6.

14.4   Payment terms:-
   a)   80% on delivery of equipment (within 30 days of receiving the invoice)
   b)   Balance 20% after 3 months of successful commissioning.

15. Prices

15.1   Prices charged by the selected Bidder for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the selected Bidder in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with Clause 3 of General Conditions of Contract.
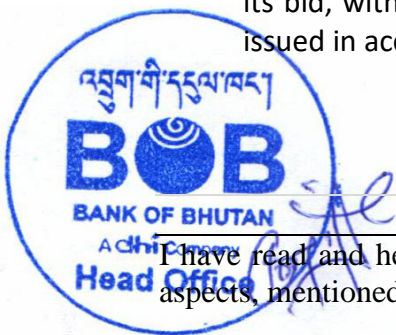
8 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

16. Extensions in the Bidder's performance

16.1   Delivery of the Goods and services shall be made by the Bidder in accordance with clause 9.

16.2   The Bidder may claim extension of the time limits in case of:

a)   Change in the Goods ordered by the Client pursuant to Clause 3;
b)   Delay of any materials, drawings or services, which are to be provided by the Client; services provided by the Client shall be interpreted to include all approvals by the Client under the Contract;
c)   Force Majeure pursuant to Clause 23; and
d)   Delay in performance of work caused by orders issued by the Client.

16.3   The Bidder shall demonstrate to the Client's satisfaction that it has used its best endeavours or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

16.4   Notwithstanding Clause 16.2 above, the Bidder shall not be entitled to an extension of time for completion unless the Bidder, at the time of such circumstances arising, immediately has notified the Client in writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Client, the Bidder shall substantiate that the delay is due to the circumstances referred to by the Bidder.

17. Liquidated Damages

17.1   Subject to Clause 23, Force Majeure, if the Bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Client shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, @ 0.1% Per day on the contract amount price of the delayed goods or unperformed services for each day or part thereof of delay until actual delivery of performance, up to a maximum deduction of the 10 % percentage of total contract amount. Once the maximum is reached, the Client may consider termination of the Contract pursuant to Clause 18, Termination for Default. However the Client reserves the right to terminate the

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
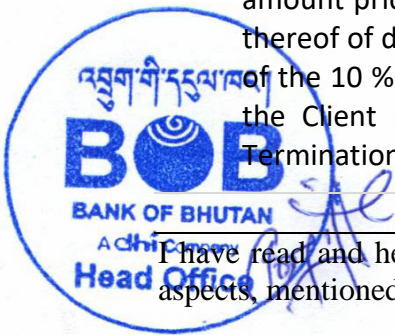
contract if it is perceived that the delay will impact the timely completion of the overall project. While there is no bonus for early delivery, such performances shall be noted favourably in the supplier's track record for future references.

17.2 The Vendor shall be liable to pay liquidated damages (LD) at the rate of 0.1% Per day for each day of delay, solely attributable to the Vendor, in the completion and acceptance of the equipment/solution by the Client. The aggregate liquidated damages, payable by the Vendor shall not exceed 10% of the contract value. Liquidated damages shall be evaluated at various stages as per the project timeline and not be deferred till the time of project completion. For instance any delay in delivering the equipment from the projected timeline shall be liable for LD on that phase of the project beyond its target deadline.

18. Termination for default

18.1 The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part:

   a) If the Bidder fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Client, pursuant to Clause 16; or
   b) If the supplier fails to perform any other obligation(s) under the Contract; and
   c) If the Bidder, in either of the above circumstances, does not cure its failure within a period of 10 (ten) calendar days (or such longer period as the Client may authorize in writing) after receipt of a notice of default from the Client specifying the nature of the default(s).

18.2 In the event the Client terminates the Contract in whole or in part, pursuant to Clause 18.1 above, the Client may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the Bidder shall be liable to the Client for any excess cost for such similar goods. Notwithstanding the above, the Bidder shall continue performance of the Contract to the extent not terminated.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

19. Termination for insolvency

19.1 The Client may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.

20. Termination for convenience

20.1 The Client may, by written notice sent to the Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for the Client's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effect.

20.2 The Goods that are complete and ready for shipment within 30 (thirty) days after the Bidder's receipt of notice of termination shall be purchased by the Client at the Contract prices and on the other Contract terms. For the remaining Goods, the Client may elect:
   a) To have any portion thereof completed and delivered at the contract prices and on the other Contract terms; and/or
   b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and for materials and part previously procured by the Bidder for the purpose of the Contract, together with a reasonable allowance for overhead and profit.

21. Resolution of disputes

21.1 The Client and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

21.2 If, after 30 (thirty) days from the commencement of such informal negotiations, the Client and the Bidder have been unable to resolve amicably a Contract dispute,

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
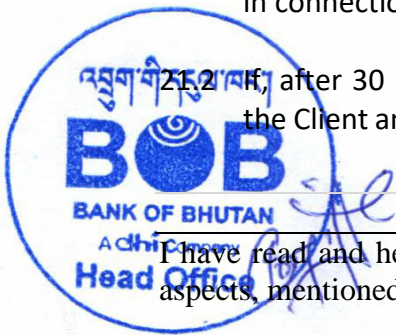
either party may require that the dispute be referred for resolution by arbitration as described in Clause 21.3.

21.3   If the dispute is to be settled by arbitration, the Client and the Bidder shall be entitled to appoint one member each, and third arbitrator will be appointed by both of them by mutual consent. If either the Client or the Bidder fails to appoint a representative, or both of them cannot agree on the appointment of a third member within thirty (30) days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for adjudication. The award shall be final and binding on the parties. If the disputes are settled by Arbitration, the cost of Arbitration shall be borne by both parties equally.

22. Applicable Law

22.1   The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.

23. Force Majeure

23.1   In the event that the Bidder or any of its sub-contractors or the Client is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 16, and the period of such delay may be added to the time of performance of the obligation delayed.

23.2   If a Force Majeure situation arises, the Bidder shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Assignment

24.1   The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Client's prior written consent.

12 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
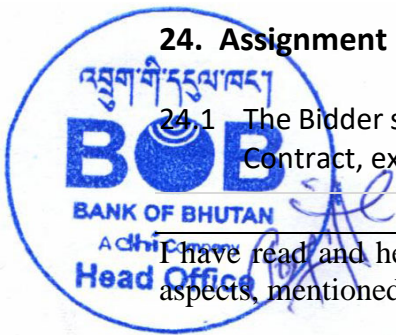
25. Contract language

25.1   The Bidder hereby represents that it has sufficient knowledge of the English language fully to understand the contract, the contract shall be in the English language, and all documentation related hereto will also be in the English language.

26. Taxes and duties

26.1   The Bidder shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Client's country.

26.2   The Bidder shall also be entirely responsible for all taxes payable in the Client's country.

27. Headings

27.1   Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the Contract.

28. Waiver

28.1   Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.

29. Quantity variation

29.1   The Client reserves the right to increase the quantity of Goods and Services specified in the Specifications, without any change in price or other terms and conditions by way of repeat order within the bid validity period. Such repeat orders will constitute quantity variation within the original contract BOQ and can go up to 20% or more of the present BOQ. The repeat orders shall be issued through an amendment with the additional price schedule and an applicable delivery schedule for that portion of the supplies.

13 | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

30 Bid validity

30.1 Price quoted by the Bidder shall remain fixed and valid for 60 (SIXTY) days from the date of bid opening and will not be subject to variation on any account except as provided for in Clause 3 of the Conditions of Contract. The Client reserves the right to place any repeat order within this validity period and the supplier shall perform at the price, terms and conditions agreed to within this contract.

31 Contract validity

31.1 This contract shall be valid for a period of seven years (3 years warranty period + 4 Years AMC) from the date of successful installation and commissioning of the equipment.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

SECTION III

Request for Proposal

&

Special Conditions of Contract

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

Table of Contents

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

1. Introduction

1.1 Overview

The Bank of Bhutan Limited, Thimphu (hereinafter referred to as the Client) wishes to receive bids for supply, delivery, installation, configuration, commissioning and maintenance of servers, storage, operating system & Oracle database & other software and licenses on TCO (Total Cost of Ownership) over a 7 year basis for DC and DR.

Bidders are required to develop a proposal for the service(s) covering all bid areas and the approach for meeting the specified requirements. The bids must be submitted by **1430 hrs (BST) on 3rd October, 2018.**

1.2 Intent and purpose of RFP

The purpose of the RFP is to effectively procure, configure and install required hardware and software for its Data Centre and Disaster Recovery Site. The RFP represents a critical effort for the Client to replace existing IT infrastructure that will effectively and efficiently support its service delivery intent and support the existing TCS' BaNCS core banking solution version 14.0. It represents a process by which the Client can obtain information on the products and services of experienced Bidders, evaluate their capabilities, and enter into a long-term, strategic partnership with the Bidder(s) that meets its overall needs.

1.3 Organization of this RFP document

This RFP is structured as follows:

I. **Section 1 - Introduction**

This section introduces the RFP, and explains its structure. It provides an overview of the Bidder selection initiative and the background of the project.

II. **Section 2 – Background / Company overview**

This section provides an overview of the Client, and details of the different bid areas required to support the business requirements of the company.

III. **Section 3 – Terms and Conditions**

This section sets out the:

a) Conditions under which bids would be accepted

b) Required validity of information

c) Required format of bids
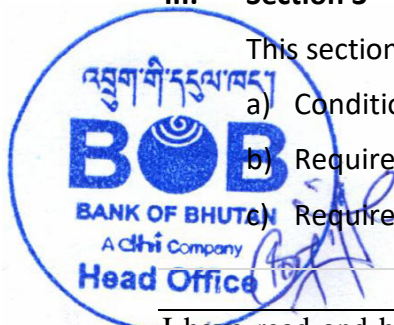
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

    d) Contact policy during the evaluation period

    e) Submission deadline

IV.   **Section 4 - Technical specification**

V.   **Section 5 - Bidder Profile**

VI.   **Section 6 – Response format and content outline**

    This section introduces an outline for the structure of each Bidder's response to ensure consistency, and thus an easy evaluation of each of the responses. It also highlights the required structure/outline of Bidder's bid.

VII.   **Annexure**

2. Background

2.1 The Client

The Client is based in Thimphu, Bhutan and is in the process of partial upgrade and refresh of its existing hardware and software.

The implementation will include among other things the full installation and set-up of all technology infrastructure i.e. hardware, software required to support the day-to-day core and non-core functions of the Client. In addition, the implementation will entail the deployment of appropriate third party software packages to support the Client's business operations.

2.2 Scope of Work

This section provides an inventory of the services required by the Client. The scope of this RFP covers the deployment of the following technology and service components as given below:

Bid Area	Brief Description
Hardware / Storage Infrastructure Solution	Supply, installation & Configuration of required hardware components for the client including Servers, storage and other devices
Third Party Software Procurement and Implementation	Supply, Installation & Configuration of required third party software components

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

a) Bidder should supply, commission, install, configure, test, and maintain (both under warranty and AMC) the servers and their add-on components required for this project as specified in technical specifications.

b) Bidder should provide comprehensive on-site three year warranty for servers including Operating System.

c) All the parts of items would be covered under comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of Bidder to fill up the gap.

d) Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 7 years for servers from the date of its supply. (i.e. 3 year warranty and 4 year AMC) Comprehensive annual maintenance contract has to be entered into separately with the bank for this purpose.

e) Bidder has to guarantee minimum uptime and availability of 99.9% on quarterly basis and shall execute service level agreement for the same.

f) Bidder (successful Bidder) will generate the configuration/specification report from the servers and the associated software and present the printout of same along with installation report to the bank for their verification & signatures.

g) Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment.

h) Obtaining of the Road permits, form, other security forms, etc will be the sole responsibility of the successful Bidder. However, Bank will sign the necessary forms as purchaser, as per the requirements.

i) Training the Client's personnel in operating and trouble-shooting the hardware and software installed as per this RFP.

If your company is interested in submitting a bid for this opportunity, please follow the enclosed instructions. ***Bidders are requested to bid for all bid areas specified in Section 4 to be considered for evaluation.***

3. Terms and Conditions

3.1 Award

The Client reserves the right to award the contract to the best equipment/solution provider(s). Therefore, your bid must be submitted on the most favourable terms possible from a pricing, delivery, support and technical standpoint.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

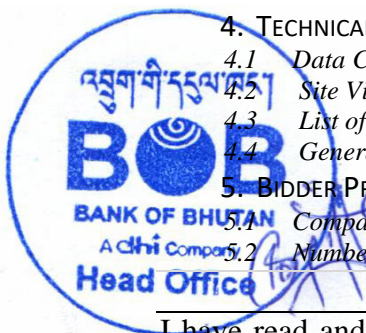Signature & Seal_____ (Authorized Signatory)

3.2 Contacts and guidelines

Should there be any questions concerning RFP, the Bidder shall direct those questions to Client 10 days prior to the deadline for the submission of Bids prescribed by the Client. The queries concerning to the RFP received after 22nd September 2018 shall not be considered. In an effort to maintain consistency and equity in responding to questions concerning the RFP, Bidders are encouraged to direct all the questions to:

Bid Clarification	Technical Clarification
Cheten Dorji	**Raju Tamang**
Procurement Manager	IT Officer
Bank of Bhutan Limited	Bank of Bhutan Limited,
P.O Box No. 102	Data Center, Phuentsholing
Thimphu Bhutan.	Chhukha: Bhutan
PABX: +975- 02-334333 (Ext – 0023)	**PABX: +975- 02-334333 (Ext- 0125/0127)**
Email: Cheten.dorji@bob.bt	**Email:** raju.tamang@bob.bt
cc: bharat.gurung@bob.bt	**cc:** bharat.gurung@bob.bt

All communications must be in writing. Responses, where appropriate, will be circulated to all respondents. No other source of information shall be considered an authorized expression of the Client.

3.3 Cost of preparation

All costs incurred by the Bidder in responding to this RFP, including cost for embarking on client reference will be entirely borne by the Bidder.

3.4 Reservation of rights

The Client reserves the right to:
   a) Reject any or all bids
   b) Waive any infirmity in the bids
   c) Accept the bid(s) that is/are in the best interest of the Client
   d) Accept the bid(s) other than the lowest price bid
   e) Cancel the project at any time prior to contract signing for any reason and without penalty

All responses and correspondences remain the property of the Client. In the event a contract is agreed upon, responses to RFP may be referenced, in whole or in part, and considered binding. Bids, which, in the sole judgment of the Client, are incomplete or

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

considered non-responsive may be rejected. The Client has no obligation to explain to unsuccessful respondents the reasons for rejecting the bid.

3.5 Validity of Bid

Bids should be valid for **Sixty Days** from the closing date of submission of bids and the Client reserves the right to extend for an additional period of thirty (30) days with the same terms and conditions.

In the event it becomes necessary to revise any part of this RFP, a written addendum will be provided via registered or certified mail (and email) to all Bidders who receive the original RFP. **The Client reserves the right to issue amendments to this RFP.**

3.6 Price quotations and currency instructions

Price quotations will include but is not limited to the following items; details of all proposed products (hardware, software, AMC etc.), training, documentation and services necessary for the successful implementation of the contract except as may be otherwise expressly provided herein and awarded.

Please include all applicable licenses, annual maintenance fees in price quotations as separate items. The Bidder should quote the rates, inclusive of all the taxes and duties in Ngultrum/INR/US$ CIF location as detailed in the RFP and should be firm for the period of validity of the bid

All quotations should be final. Bidders should state clearly that the quotations include all costs. Bidders may be invited for further negotiations on their quoted bids. Invitation for further negotiations does not however in any way imply a successful bid or intention by the Client to award the bid to the Bidder.

3.7 Use and Disclosure of Information

The Respondents shall not disclose information within this RFP to any third party without a written approval from Client. Likewise, information within this RFP shall not be used for any other purpose not directly related to the response to this RFP or to the job in the case of an award.

3.8 Contractual Requirement

Bidders are requested to indicate their acceptance of each of the following terms and conditions and to provide the additional information requested below:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

This RFP, Bidders' bids, any associated documentation, and any interchange of correspondence or information by way of elucidation or amplification, will form the basis of the Bidder's contractual obligations.

Bidders should note that final contracts will be based on provided Terms and Conditions, and would include the following provisions:

a) Confidentiality of details of the proposed services/products
b) Suitability for the stated technical specifications requirements
c) Timeliness, covered by, for example, liquidated damages
d) Guaranteed availability of key supplier staff
e) Overall component guarantees, including compensation for missing agreed reliability levels
f) Service level agreements for maintenance and support including compensation if not met
g) Fixed prices on initial supply with limitations on price increases for subsequent products and support charges
h) Control of publicity
i) Successful completion of implementation

3.9 Hand Holding Period

The Bidder should specify the duration of infrastructure stabilization period they are willing to support with details of on-site support engagement during this period. The infrastructure stabilization period commences from the day the infrastructure implementation user acceptance testing is signed off.

All expenses pertaining to the hand holding period should be borne by the Bidders.

3.10 Contract Negotiations

After final bid selection, the Client will enter into negotiations for purposes of making a contract with respect to the procurement, implementation, commissioning and support of the proposed equipment/solution(s).

3.11 Quotation Form/Commercial Bid

Quotes should include the cost of supply, delivery, installation, configuration, commissioning and maintenance of servers, operating system & Oracle database & other software and licenses in TCO (Total Cost of Ownership) over a 7-year basis. Indicate your best unit price for one or more of the options listed in this RFP. Please note:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

a) Alternative Bids for same platform shall not be permitted, however the Bidder may submit independent bids for different platforms with separate TECHNICAL and COMMERCIAL BIDS for each option. Bid for each platform should independently comply with all the RFP requirements.

b) The Base Price should include specified equipment and the subcomponents such as Cables, pluggable components which are part of standard configuration and warranty

3.12 Bid Evaluation

The Client's evaluation of your response to this RFP will be based on assessment of each element of your response, including intangible factors, such as the Client's perception of your ability to meet your commitments.

The Client reserves the right to accept or reject any and all responses at its sole discretion and to negotiate the terms of any subsequent agreements. The Client is looking for reliable, competent Solution Providers who have the ability to meet or exceed the selection criteria. These selection criteria include, but are not limited to the following:

a) Company Evaluation
b) Solution Capabilities
c) Service Coverage
d) Cost Competitiveness
e) Project Experience
f) Project Delivery Timeline
g) Quality and specification of the equipment

Accordingly, each is discussed below:

I. **Company Evaluation** – Detailed assessment of the history of the Solution Providers (in terms of financial stability, project management standards and procedure, training etc. as well as the technical skill, qualification and experience of the employees). The Bidder should have a minimum annual turnover of Nu. 100 Million Per annum (Average of last 3 years). In the event of a bid through a joint bid arrangement, each party should fulfil this requirement individually. Audited financial statements for the last 3 years should be submitted. Bidders should also submit a list of technical persons with their resume and also submit their full organization structure including project management unit, and their company quality procedure for managing such projects.

II. **Solution and Equipment Capabilities** –All equipment offered by the Bidder shall meet the technical specification and also be fully compatible with the

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

requirement of the TCS' BaNCS version 14.0 CBS. The detailed specifications are provided in Section 4.

III.   **Bill of Quantity (BoQ)**: The BoQ is provided in Annexure A3. While effort has been made to make the BOQ in a simplified manner, Bidders are required to list and quote for all ancillary and accessory equipment in order to make this project comprehensive and successful. Any bid which fails to submit rates for any item that might have a material impact on the successful implementation of the project shall be rejected.

IV.   **Service Coverage** – Bidders should bid for all requirements covered by this RFP. However, for those bid areas where the Bidder needs to use sub-contractor(s), the Bidder should strictly follow the conditions specified in section 3.20.

V.   **Cost Competitiveness** – Bidder must provide highly competitive pricing both at the outset of the relationship and on an ongoing basis.

VI.   **Project Experience** – The Client wishes to work closely with proven and tested end-to-end equipment/solution provider. This will be judged, in part, through similar implementation and customer references, if considered necessary. It is also expected that Bidders live up to the commitments they make with the Client.

VII.   **Project Delivery Timeline** – Bidders with strong capability to deliver the required equipment/solution(s) in good time, based on past experience will receive higher consideration.

The Client retains the right to change the evaluation criteria at any point in the process.

3.13 Patent Rights

The Bidder shall indemnify the Client against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the provided services/solutions or any part thereof.

3.14 Standards

These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. The components (hardware, software, etc.) of the equipment/solution provided by the Bidder under this Contract shall conform to the standards mentioned in the Technical Specifications / Requirement List and when no applicable standard is mentioned, to the authoritative standard appropriate to the

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

equipment/solution required such standards shall be the latest issued by the concerned institution.

3.15 Liquidated Damages

The Bidder shall be liable to pay liquidated damages (LD) at the rate of 0.1% per day on the contract amount for each day of delay, solely attributable to the Bidder, in the completion and acceptance of the equipment/solution by the Client. The aggregate liquidated damages, payable by the Bidder shall not exceed 10% of the contract value. Liquidated damages shall be evaluated at various stages as per the project timeline and not be deferred till the time of project completion. For instance any delay in delivering the equipment from the projected timeline shall be liable for LD on that phase of the project beyond its target deadline.

3.16 Delays in the Bidder's Performance

Delivery of the equipment/solution(s) and performance of Services shall be made by the Bidder as specified in the Implementation Timeline and/or the Contract.

An unexcused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: imposition of liquidated damages, and or termination of the Contract for default.

If at any time during performance of the contract, the Bidder or its sub-contractor(s) should encounter conditions impeding timely delivery of the agreed equipment/solution(s) and performance of services, the Bidder shall promptly notify the Client in writing of the fact of the delay, it's likely duration and its causes(s). As soon as practicable after receipt of the Bidder's notice, the Client shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

3.17 Inspection and Tests

The bidder shall furnish with the relevant document (certificate) for each equipment being delivered pertaining to the quality inspections and tests being carried out by the manufacturer prior to import. Failing to submit the required documents along with the tender documents will be treated as non-responsive and hence will be rejected.

The Client or its representative shall have the right to inspect and/or to test the deployed equipment/solution(s), to verify conformity to the specifications stated in the design/Contract. The inspection procedures and tests to be conducted by the Client in

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

respect of the service(s)/equipment/solution(s) being provided and the relevant details will be specified in the Contract. This test must be carried out before the Job Completion Form/ Delivery sign-off can be obtained on any provided equipment/solution/service.

3.18 Warranty

The Bidder must provide a warranty that the equipment/solution (software, hardware, etc.) provided under the Contract meet the specifications agreed and are fit for the purpose for which they are intended. The warranty period, shall be as given by the OEMs and/or otherwise agreed in Conditions of Contract between the Client and the Bidder.

This Warranty shall be comprehensive on-site warranty and remain valid for thirty six (36) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned and signoff obtained by the bidder. Failing to submit the required warranty/support along with the tender documents will be treated as non-responsive and hence will be rejected

3.19 Third Parties

In case the Bidder is not directly present within the territories of Bhutan, the Bidder should detail out the engagement model for the delivery of Products and Services to the Client as part of the response.

The Client will have the right, at any time at its sole discretion, to contract with third parties to perform any part of the services provided for in this RFP. The Bidder will cooperate with such third parties and the Client. Additionally, the Bidder will adhere to the following requirements:

   i)   **Delegation** – The Bidder will neither delegate nor sub-contract any of its responsibilities, without prior written approval of the Client.

   ii) **Sub-contractors** – If the Bidder intends to use sub-contractors, the Bidder's bid must include a list of proposed material sub-contractors containing the firm name, a description of the work to be sub-contracted, an explanation of why that work is to be sub-contracted, and descriptive information about each sub-contractor's ability to perform the work. The Client reserves the right to reject the use of a sub-contractor(s).

   iii) **Standards** – Sub-contractors will adhere to the standards, policies, and procedures of the Client and the primary Bidder's which are in effect from time to time.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

iv) **Bidder Capability** – The Bidder must confirm that it will remain responsible for all obligations performed by sub-contractors to the same extent as if such obligations were performed by the Bidder.

3.20 Bidder Designated Contact

The Bidder should identify the name, title, address, telephone, and e-mail of a single point of contact (and one alternate) for the duration of this RFP process. The availability of this person should be specified.

Key personnel contacts shall be provided as per Escalation Matrix provided in Annexure A8.

3.21 Submission of Responses to the RFP

Bidders must submit responses in a sealed package clearly marked **"Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of Servers, Storage, Associated components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR"** addressed to:

> Procurement Manager
> Bank of Bhutan Limited
> P.O Box No. 102
> Thimphu Bhutan.
> **PABX:** +975- 02-334333 (Ext – 0023)
> (Attn: Cheten Dorji, Procurement Manager)

Refer Section 1, Instruction to Bidders, (D) Submission of Bids for detailed instruction.

All packages must be delivered to the Client at the above contact address by 1430 hrs (BST) on 3rd October 2018. Client reserves the right to disqualify Bidder whose responses are not submitted by this date. No responses will be accepted after this time unless Client determines in its sole judgment, to do so. The bid, along with all supporting documents shall become the property of the Client.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

3.22 Timeline/ Schedule of Events

This RFP represents one of several steps taken to assist the Client for efficient equipment/solution that will meet its business requirement. The Client reserves the right to adjust the RFP project schedule listed below:

Activity	Date / Timeline
Last date for seeking clarification on RFP	22nd September 2018 by 1700 hrs
Receive responses to RFP (deadline)	3rd October 2018 by 1430 hrs
Bid Opening	3rd October 2018 by 1500 hrs
Tentative Commercial Bid Opening*	24th October 2018 at 1400 hrs
Award of provisional Purchase Order*	By 25th October 2018
Contract Signing & Submission of 10% Performance guarantee*	By 02nd November 2018
Delivery at Data Centre (Thimphu)*	By 15th December 2018
Installation & commissioning at Data Centre (Thimphu)*	28th December 2018
Delivery at DR site (Phuentsholing)*	By 15th December 2018
installation & commissioning at DR site (Phuentsholing)*	By 14th January 2019

*in pursuant to Section I Instruction to Bidder, Clause E - Bid Opening and evaluation sub clause 23.6 the client may pre-pond the date for opening of the commercial bid which may result in change of Award of provisional Purchase Order, Contract Signing & Submission of 10% Performance guarantee and Delivery, installation & commissioning at Data Centre (Thimphu) and DR (Phuentsholing)

The timely completion of the activities on the above target dates is very crucial and shall be treated as the essence of the contract. Therefore any bids that do not conform to meeting the above deadlines shall be rejected. The Client will do all that is feasible within foreseeable limits to ensure strict adherence to this timeline.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

3.23 Bid Security

The Bidder shall furnish 2% of the quoted price as Earnest Money Deposit (EMD), which is refundable. The EMD should be enclosed in the same sealed envelope as the Technical Bid. Any bid not accompanied by the EMD shall be rejected.

The Bid security shall be valid for 30 (thirty) days beyond the validity of the Bid and shall be in the form of Demand Draft/Cash Warrant issued by the Bank of Bhutan or any other commercial bank in Bhutan.

An unsuccessful Bidder's security shall be refunded. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity; or in the case of a successful Bidder, if the Bidder fails to sign the contract.

3.24 Tax Deducted at Source (TDS)

All payment to the successful Bidder will be subject to 2 to 3% TDS in line with the Income Tax Act of the Kingdom of Bhutan.

4. Technical Specification

This section provides information on the technical requirements/specifications for the required equipment/solution(s) /service(s). **Refer Annexure A1 through to A4 for details.**

4.1 Data Centre Location

The Data Centre is located in Thimphu and Disaster Recovery site is located in Phuentsholing. The Centre houses all servers, communication equipment, and other IT infrastructure deployed for the Client's business operations.

4.2 Site Visits

If required, the Client can make arrangements for site visits by Bidders if necessary.

4.3 List of Hardware and Software Specifications

Detailed Hardware and Software Specifications for different platforms are given in Annexure A1 through A3 and the distribution of servers and storage in virtual environment is given in Annexure A4.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

4.4 General Requirement

Every Bidder has to include at least one of the options (Specified in A1, Blade servers with chassis or Rackmount servers) as above in section 4.3. Please note that the cost of Oracle Database Licenses would be added to the TCO before arriving at L1.

While proposing servers and other components, the following requirements should be provided for and included in the pricing:

a) The Bidder should supply, install and commission the hardware at the Production Data Centre (DC) and Disaster Recovery Site (DRS) as well as install and configure the Operating system, virtualization, backup and storage and data protection solution and storage replication between the two sites.

b) All Oracle Licenses should be Full Use Enterprise Licenses.

c) The Client intends to implement data center virtualization with Oracle virtualization (OVM) for Oracle products (viz Oracle Linux, Oracle Solaris, and Oracle Database) and VMware virtualization for Windows and other open source operating system.

d) The client intends to have a DR setup with similar setup without the UAT environment at DR for a complete failover situation.

e) Based on the given sizing details, the Bidder may provide one or more servers. The virtualization software required will have to be provided by the vendor and included in the pricing.

f) Bidder can quote Processor Cores and RAM more than the indicated as per their Server design. Please note that the proposed hardware should have at least 8 cores free and available for possible increase in workload.

g) Racks will not be required. The same shall be provided by the client. The details of the racks and the PDU is as under:

#	Particulars	Manufacturer
1	Rack 42U, 800 x 1200 mm	Netrack
2	IPPDU	Raritan
3	Temp / Humidity sensor, 3/rack	Raritan

h) All equipment should be provided with and support dual power supply.

2) The Bidder should check and confirm that the 'Processor Core Factor' indicated in the 'Oracle Licenses' worksheet is correct and pertains to the processor being offered.

3) The Bidder should provide a compliance statement for all the above specification of technical requirements against each item.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

4) All relevant product information such as user manuals, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information along with the bid may result in disqualification of the bid.

5) Please note that every Bidder is required to quote separately for hardware, software and licenses as given in terms and conditions

6) Please note that every Bidder is required to quote separately for AMC [for hardware] and ATS [for software] as given in terms and conditions.

Details of sub-components and accessories (such as cables, pluggable components, cards etc.) which are required but not listed should also be included as part of a standard hardware configuration and must be provided and installed at no additional cost.

Any major component not specified by the Client, that might be required during the execution of the project, shall be supplied by the Bidder at a mutually agreed cost.

5. Bidder Profile

This section is intended to provide the Client with sufficient information to enable an evaluation of your company's stability and ability to provide the service(s) described in the response. Please include the following information:

5.1 Company Size, Organization and Location

Provide brief profile of your company detailing the description of corporate ownership, number of employees, number of divisions and/or product lines, number and description of location(s) etc.

5.2 Number of Customers/Related Sites

List organization where similar service(s) have been provided, broken down by platform or service provided, as appropriate over the last 3 years.

5.3 Implementation Timeline

The Client expects the successful Bidder(s) to complete implementation within the timeframe outlined below which is subject to finalization during contract negotiation.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Request for Proposal For Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis for DC and DR

Activity	Date / Timeline
Award of provisional Purchase Order*	By 25th October 2018
Contract Signing & Submission of 10% Performance guarantee*	By 02nd November 2018
Delivery at Data Centre (Thimphu)*	By 15th December 2018
Installation & commissioning at Data Centre (Thimphu)*	By 28th December 2018
Delivery at DR site (Phuentsholing)*	By 18th December 2018
installation & commissioning at DR site (Phuentsholing)*	By 14th January 2019

*in pursuant to Section I Instruction to Bidder, Clause E - Bid Opening and evaluation sub clause 23.6 the client may pre-pond the date for opening of the commercial bid which may result in change of Award of provisional Purchase Order, Contract Signing & Submission of 10% Performance guarantee and Delivery, installation & commissioning at Data Centre (Thimphu) and DR (Phuentsholing)

5.4 Support Information

1) Specify the number of support sites you have. Which support site will be responsible for the Client?
2) Outline the support structure of your organization i.e. the number of staff allocated to customer support, development and maintenance
3) Include evidence of support agreement (s) with sub-contractors and OEM partners, if any.
   a) Back-to-back Agreements
   b) Back-to-back Support Agreements with sub-contractors, if any
   c) Service Level Agreements and Principal Support Agreements
4) What are your standard terms for support? Please specify the level of resolution to different levels of issues.

Severity	Definition	Response Time (hrs)	Restoration Time (hrs)	Resolution Time (hrs)
1	**"Severity 1"** shall mean that the hardware system is so severely impacted that it is not possible to continue work; there is a complete loss of service. It often means data corruption/loss.			

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

2	**"Severity 2"** shall mean that the hardware system experiences severe loss of service; important features are unavailable with no work-around. It often means no significant loss/corruption of data.			
3	**"Severity 3"** shall mean that the hardware system experiences minor loss of service which may be addressed through a work-around; there is no loss/corruption of data.			

5) What facilities do you have for problem resolution including:
   a) Hot line?
   b) Expert assistance?
   c) Direct contact with owner/developers?
6) Please define your escalation procedures for problem resolution.

5.5 Strategic Alliances and Partnerships

Submit relevant documentation on, and describe all technical partnerships and strategic alliances the company is involved in.

5.6 Industry Awards and Certifications

Please provide information on significant awards / certifications possessed by your organization or employees that is relevant to the successful delivery of this project.

5.7 Training

Training the Client's personnel in operating and trouble-shooting the hardware and software installed as per this RFP. Please outline a description of the training plans (timeframe, resources etc.) proposed for technical users to enhance in-house support.

5.8 Procurement Tracking Process

Bidders are expected to provide information on their procurement tracking process especially for items which are being imported. Please provide an overview of your procurement schedule. The schedule should contain the following key information:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)
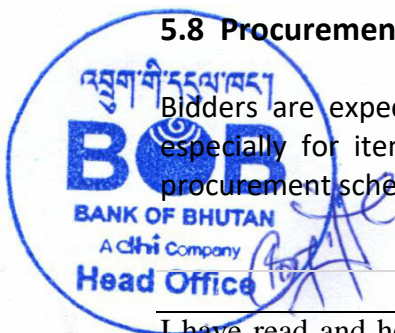
a) Average cycle time in days from order to receipt, shipment, local transportation arrangement etc.

b) Please try to ensure that your procurement cycle will conform to the detail project timeline provided in section 3.22.

5.9 Implementation Methodology (Standards & Procedures)

Please describe your project implementation and project management methodology

a) Provide a project schedule/plan, identifying the main stages and activities, and critical dependencies. Outline the dependencies on the Client for resources, infrastructure, information etc. that may impact your delivery of services

b) Provide details on how quality is assured during the entire project delivery

c) Explain the procedures for reporting progress to the Client

5.10 Financial Statement

Include copies of the <u>audited</u> financial statements. (E.g. Balance Sheet, Profit & Loss, Cash Flow Statement for the last 3 years)

6. Response Format

The objective of the section is to enable a final comparison to be made between each Bidder's offerings. Only bids adhering to the response structure will be considered. When responding to questions, each item should be answered in a separate section, in the sequence given and should include the reference number.

The required structure, numbering and content of each section of Bidders' responses is detailed below. All bids must include the following sections in order to be considered:

6.1 Executive Summary

This is to contain a brief summary of all the key aspects of the bid including but not limited to:

6.1.1 Statement of agreement (or exceptions if any) with terms and conditions stated in section 3

6.1.2 Overall description of your approach to meeting the Client's requirements

6.1.3 Details of Key Contact Person as required in section 3.20

6.1.4 Any other important/critical factors

6.1.5 Integrated Cost Sheet covering all bid areas
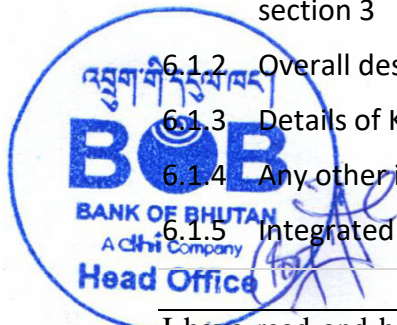
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

6.1.6 Check list of main documents (EMD, trade License, dealer authorization by the OEM, Tax Clearance Certificate, Power of Attorney, Signed, sealed and dated bid forms, Signed and Stamped Price Schedule, Signed Integrity Pact Statement, & Signed and Stamped technical specification)

6.2 Bidder Profile

This section should contain information about the Bidder's organization and its capability to support the equipment/solution. Please respond to all the enquiries in Section 5 including information on Company Size, Organization and Location, Client References, Support Information, Strategic Alliances & Partnerships and comprehensive sub-contractor information (if sub-contractors are involved).

6.3 Proposed Solution(s) & Pricing Information

Please provide a description and technical details of the equipment/solution(s) components offered to the Client.

All price responses should be documented in line with format specified in Section 3.6 & 3.11 and should include:

a) Bill of Quantity, Price Quotation, Billing Schedule, and corresponding Warranty

b) Bidders must give price quotation separately as shown in the price schedule **Annexure A6**

6.4 Appendices

a) All technical specifications, diagrams, relevant brochures/supporting documents of equipment, devices, resources and components of the proposed equipment/solution(s) that the Bidder considers relevant should be included in the Appendices.

b) Also include detailed résumé of key personnel(s) to be involved in the implementation and a copy of any standard contract and other formal agreements you would propose to use.

c) Please provide full and complete answers to all questions. Additional information may be included in the appropriate section if the RFP requirements do not specifically address a feature or functionality the Bidder would like to address as relevant to the section topic.

d) Any deviation to the specification and the conditions in this RFP shall be clearly specified in the schedule of Deviations **Annexure A5.**
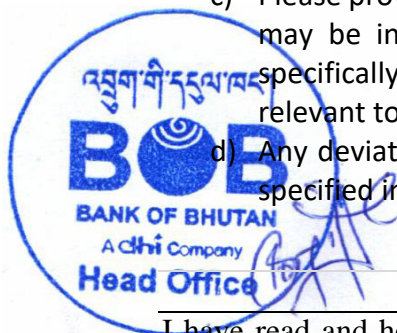
I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

6.5 Statement of Confidentiality

The RFP response should include the Statement of Confidentiality as per the format given below:-

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Statement of Confidentiality

This request for proposal document is strictly confidential. It is made available to _____ on the strict understanding that it will not be shown to, read by or passed to any person who is not a current employee of _____.

This document contains materials that are confidential and proprietary to Client. The materials, ideas, network design and concepts contained herein are supplied in confidence to _____ and are to be used exclusively to understand the requirements of Client, towards submitting a bid to provide the required services.

The information and the ideas herein shall not be used in whole or in part by the _____ or any of its subsidiaries, agents, sub-contractors or employees, and shall also not be disclosed, duplicated or otherwise revealed in whole or in part to any third party without the written consent of the Client.

Signature and Seal of Bidder

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

A.   Hardware/Servers Specifications

Annexure A1   Technical Specification for Compute Nodes (Blade/Rack Mount Servers)

I.   Hardware, Storage, Backup solution and related components

A. Compute NODES on Blade
1. Blade Servers with Chassis

1.1 Minimum Specifications for buying High Performance Servers (Blade Chassis/Enclosure)

#	Features	Specifications Required (Equivalent or Higher)
1	Form Factor	Minimum 2U Shared infrastructure Chassis to house a minimum of 4 Compute Nodes
2	IO Modules	Redundant network connectivity for both Ethernet and Fiber connections. Flexibility of using Industry based PCI-e cards for additional connectivity.
3	Power Modules	The enclosure should have redundant power supplies
4	Chassis Management Module	Solution Should provide management capabilities to manage controlling Power, Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and compute node power management and diagnostics for elements including Chassis, I/O options and compute
5	Support for Multiple Platform	Should provide support for multiple platforms (viz. Windows, UNIX/Linux, Solaris, Open Source, Citrix, OVM, VMware and others) in x86 servers within the same enclosure for the latest build.
6	Cooling	Redundant hot-plug cooling fans

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Features	Specifications Required (Equivalent or Higher)
7	Alerts	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Server components, Storage components, Switch components and Chassis components. It should also be able to provide "Call Home" type of alert.
8	Integrated Management User Interface	The proposed solution should have an Integrated management where integration of Servers, Storage, Networking and other available hardware resources in the solution are managed using a
9	HW compatibility	The solution should support both older and future generations of blade servers in the same Chassis (Provide Documentation)
10	PCIe Support	Able to support minimum 8 x Industry Standard PCIe cards and should have the possibility to add more Industry Standard PCIe cards for future expansion

1.2 Minimum Server (Compute node) Specifications Blade Servers

#	Features	Technical Specification (Equivalent or Higher)
1	CPU	2 x Intel Xeon 22 Core E5-2699A CPU @ 2.4 GHz (Equivalent or Better)
2	Cache L3	20 MB of L3 Cache
3	Chipset	Intel Chipset C600 (Equivalent or Better)
4	Memory	32GB RDIMMS Memory to provide 256GB memory per node scalable up to 768 GB (min 24 Slots)
5	Memory protection support	ECC and Memory Sparing
6	RAID Controllers	Integrated Hardware Raid Controller to supports Hardware Raid RAID 0, 1
7	Disk Drives	Minimum of 2 x 480GB SSD RI Hard Disk Drive
8	Graphics Controller	Integrated VGA Controller
9	Ethernet Adapter	Server should be configured with a minimum 1 X Quad Ports 10Gbps Ethernet ports and should support additional PCIe cards to accommodate more 10Gbps Ethernet ports. The server should provide an aggregated Bandwidth of minimum 40 Gbps.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#		Technical Specification
10	Fiber Channel HBA Connectivity	Min of 1 X Dual Port 16Gbps Fiber Channel adapter and should support additional PCIe cards to accommodate more Fiber Channel adapter If separate Adapters are not provided, Blade server can provide FCOE solution. The server should provide an aggregated Bandwidth of minimum 32 Gbps, server should be populated with all internal I/O slot.
11	Failure Alerting Mechanism	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Processor,
13	OS Support	Citrix XenServer 6.5 and above, Windows Server 2008 R2 and above, SuSE Linux ES 11 and above, Red Hat /Oracle Enterprise Linux 6 and above, VMware ESXi 5.1 and above.

B. Compute NODES on Rack mount Servers
1. Minimum Server Specifications Rack Mount Server (Compute nodes)

#	Features	Technical Specification (Equivalent or Higher)
1	CPU	2 x Intel Xeon 22 Core E5-2699A CPU @ 2.4 GHz (Equivalent or better)
2	Cache L3	20 MB of L3 Cache
3	Chipset	Intel Chipset C600 (Equivalent or better)
4	Memory	32GB RDIMMS Memory to provide 256GB memory per node scalable up to 768 GB (min 24 Slots)
5	Memory protection support	ECC and Memory Sparing
6	RAID Controllers	Integrated Hardware Raid Controller to supports Hardware Raid 0, 1 or higher
7	Disk Drives	Minimum of 2 x 480GB SSD RI Hard Disk Drive
8	Graphics Controller	Integrated VGA Controller
9	Ethernet Adapter	Server should be configured with minimum 2X Quad Ports 10Gbps Ethernet ports and should support additional PCIe cards to accommodate more 10Gbps Ethernet ports. The server should provide an aggregated Bandwidth of minimum 40 Gbps or more
10	Fiber Channel HBA Connectivity	Min of 3 X Dual Port 16Gbps Fiber Channel adapter and should support additional PCIe cards to accommodate more Fiber

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Features	Technical Specification (Equivalent or Higher)
11	Failure Alerting Mechanism	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Processor,
13	OS Support	Citrix XenServer 6.5 and above, Windows Server 2008 R2 and above, SuSE Linux ES 11 and above, Red Hat /Oracle Enterprise Linux 6 and above, VMware ESXi 5.1 and above.
14	Other IO Ports	Front ports: Video, 2 x USB ports

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A2 Technical Specification for Management server (Tape/Virtual environment), Storage, backup solution, tape, SAN switches, Ethernet Switches (Management/Server Farm) the required software

A. Minimum Server Specifications Rack Mount Server (Tape Management Server)

#	Features	Technical Specification (Equivalent or Higher)
1	Processor	Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4- 2400 (Equivalent or better)
2	Memory	2 X 16GB DDR4 RDIMM , Support RDIMM /LRDIMM, speeds up to 2666MT/s, 512GB
3	Storage	4 X 300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR
4	Storage controllers	Internal controllers: PERC H330, H730p, H740p, HBA330, Software RAID (SWRAID) S140 (Equivalent or better) Boot Optimized Storage Subsystem: HWRAID 2 x M.2 SSDs 120GB, 240 GB (Equivalent or better) External PERC (RAID): H840 (Equivalent or better) External HBAs (non-RAID): 12 Gbps SAS HBA (Equivalent or better)
5	Power supplies	Dual, Hot-plug, Redundant Power Supply (1+1),
6	Sizing	Form factor: Rack (1U)
7	Bezel	LCD or security bezel
8	Embedded / At-Server	Enterprise Intelligent Platform Management Interface support for out-of-band management through OEM enterprise management systems Enterprise integrated Remote Access Controller (Or Equivalent)
9	Consoles & Mobile	Enterprise, Server Configuration Management with Power Center (Or Equivalent)
10	Integrations	Easily integrated with Microsoft® System Center, VMware® vCenter™, BMC Software, Oracle Virtual Manager and equivalent
11	Connections	Easily integrated with Nagios & Nagios XI,HP Operations Manager or equivalent

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Features	Technical Specification (Equivalent or Higher)
12	I/O & Ports	1 X Qlogic Dual Channel 16Gb Optical Fiber Channel, 2 x 10GbE LAN On Motherboard, 1 x Dual Port 10GbE Base-T Network Adapter Front ports: Video, 2 x USB ports
13	Supported operating systems	Ubuntu® LTS Citrix® XenServer® Microsoft Windows Server® with Hyper-V Red Hat® Enterprise Linux SUSE® Linux Enterprise Server VMware® ESXi Oracle Enterprise Linux with Oracle Virtual Manager Bidders to Quote the relevant OS required

B. Minimum Server Specifications Rack Mount Server (Virtual Environment Management Server)

#	Features	Technical Specification (Equivalent or Higher)
1	Processor	Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4- 2400 (Equivalent or better)
2	Memory	2 X 16GB DDR4 RDIMM , Support RDIMM /LRDIMM, speeds up to 2666MT/s, 512GB
3	Storage	4 X 300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR
4	Storage controllers	Internal controllers: PERC H330, H730p, H740p, HBA330, Software RAID (SWRAID) S140 (Equivalent or Better) Boot Optimized Storage Subsystem: HWRAID 2 x M.2 SSDs 120GB, 240 GB (Equivalent or better) External PERC (RAID): H840 (Equivalent or Better) External HBAs (non-RAID): 12 Gbps SAS HBA (Equivalent or Better)
5	Power supplies	Dual, Hot-plug, Redundant Power Supply (1+1),
6	Sizing	Form factor: Rack (1U)
7	Bezel	LCD or security bezel
8	Embedded / At-Server	Enterprise Intelligent Platform Management Interface support for out-of-band management through OEM enterprise management systems Enterprise integrated Remote Access Controller (Or Equivalent)

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Features	Technical Specification (Equivalent or Higher)
9	Consoles & Mobile	Enterprise, Server Configuration Management with Power Center (Or Equivalent)
10	Integrations	Easily integrated with Microsoft® System Center, VMware® vCenter™, BMC Software, Oracle Virtual Manager and equivalent
11	Connections	Easily integrated with Nagios & Nagios XI,HP Operations Manager or equivalent
12	I/O & Ports	2 x 10GbE LAN On Motherboard, 1 x Dual Port 10GbE Base-T Network Adapter OCP 4 x 10 GE SFP with+ or BaseT or onboard 4 x 10GE Base T Front ports: Video, 2 x USB ports
13	Supported operating systems	Ubuntu® LTS Citrix® XenServer® Microsoft Windows Server® with Hyper-V Red Hat® Enterprise Linux SUSE® Linux Enterprise Server VMware® ESXi Oracle Enterprise Linux with Oracle Virtual Manager Bidders to Quote the relevant OS required for the servers

C. Server Farm switch

#	Component	Minimum Requirement (Equivalent or Higher)
1	Ports	48x10GbT 2xQSFP+ 4xQSFP28 Management Console port
2	Max 10GbE density	72 (48 10GbT and 24 SFP+)
3	Switching capacity	1.76Tbps
4	Throughput	1320Mpps
5	Latency (nano sec)	2500
6	Hot swappable components	Dual hot-swappable power supply with integrated system cooling fans.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

D. Management switch

#	Component	Minimum Requirement (Equivalent or Higher)
1	Ports	24xSFP+ 2xQSFP28 Management Console port
2	Max 10GbE density	72 (48 10GbT and 24 SFP+)
3	Switching capacity	1.76 Tbps
4	Throughput	1320Mpps
5	Latency (nano sec)	2500
6	Hot swappable components	Dual hot-swappable power supply with integrated system cooling fans.

E. SAN Switch for HBA Connections

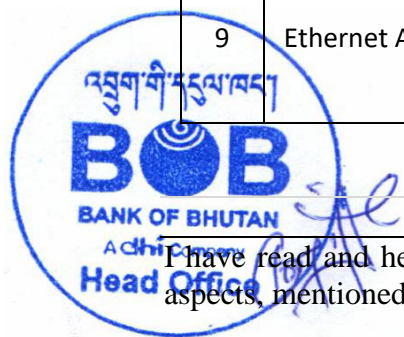| #	Component	Minimum Requirement (Equivalent or Higher)
1	Fiber Channel Ports	24- port base with twenty-four 16Gb/s ports (24 Ports Activated)
2	Performance	Full line-speed switching at: 16.00 Gb/s line speed, full duplex Auto-sensing of 16Gb/s ports
3	Frame Buffers	8.192 per 24-portgroup; dynamically allocated Fibre Channel performance or better
4	Port Types	D_Port (Diagnostic Port), E_Port, EX_Port, F_Port, M_Port (Mirror Port); self-discovery based on switch type (U_Port); optional port type control
5	Fabric services	Simple Name Server (SNS); Registered State Change Notification (RSCN); NTP, RADIUS, LDAP, Switch and port binding, Reliable Commit Service (RCS), Advanced Zoning, Advanced Web Tools, Fabric Watch, Extended Fabrics, ISL Trunking, DPS, QoS, Advanced Performance Monitoring, Adaptive Networking Services with QoS
6	Hot swappable components	Dual hot-swappable power supply with integrated system cooling fans.

viii | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Component	Minimum Requirement (Equivalent or Higher)
7	Installation Options	Installed within a supplied 19-inch that conforms to the EIA 310 standard.
8	Aggregate bandwidth	384 Gb/s: 24 ports x 16 Gb/s (line rate) x 2 (full duplex)
9	Maximum Frame Size	2,112-byte payload

F. Specifications of Unified Storage System (standard)

#	Component	Minimum Requirement (Equivalent or Higher)
1	Storage Architecture	i) The array must have dual active-active SAN controllers architecture
		ii) Each controller should also support a minimum 2 nos. of 10Gb Ethernet ports for file workload and should have the capacity to increase if required
		iii) The back-end architecture should be on a minimum of 12Gbps technology.
2	Host Interface	Each SAN controller should have a minimum of 2 x 16Gbps FC ports and should have the capability to scale up without additional purchase of hardware or downtime.
3	Disk drive support	The array should be able to support up to 250 drives and a maximum capacity of 3.9 PBs Raw Capacity or more
4	Storage cache	i)The array should have min. 48 GB cache per SAN controllers
		ii) The array should support ability to absorb spikes in both read and write workloads by providing an extended cache style solution, using flash drive
5	Protocol support	NFSv3, NFSv4, NFSv4.1; CIFS (SMB 1), SMB 2, SMB 3.0, SMB 3.02, and SMB 3.1.1; FTP and SFTP; FC, iSCSI included
6	Storage Capacity	DC site : 80TB usable (R1/0) @ 35,000 IOPS (or higher) 170TB usable (R5) @ 28,000 IOPS (or higher)
		DR site : 50TB usable (R1/0) @ 32,000 IOPS (or higher) 150TB usable (R5) @ 25,000 IOPS (or higher)

ix | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

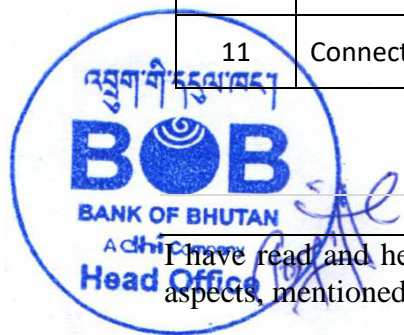| #	Component	Minimum Requirement (Equivalent or Higher)
		✓ The IOPS should be scalable vertically and horizontally by adding minimum changes to the configuration or downtime of the entire system upgradable ✓ The storage must support a minimum of 5 times more in a raw storage for scalability and future expansion
7	Redundancy	The storage array should be configured in a No Single Point of failure including Storage Controller card, Cache memory, Power supply and cooling fans with power cords, etc.
8	OS support	The storage array should support industry-leading Operating System platforms & clustering including: Windows Server 2008, 2012, 2016, VMWare, OVM, Linux, Sun Solaris, HP-UX, IBM-AIX, OS, etc.
9	Global Hot Spare Disks	The storage array should support Global Hot Spare (HS) Disks (.ie. any unbind drives can be used as hot spare). A minimum of one global hot spare per 30 disks should be supplied and configured. These should be of the same type as used for the capacity
10	Automated Storage Tiering	The storage array systems must natively provide automated Sub-LUN tiering of data within the Storage to achieve improved performance and lower Total cost of Ownership. The Storage should have auto tiering between available three tiers. If additional software is required, the same needs to be provided for full SAN capacity. It should also support policy based movement of Data between different tiers for NAS volume.
11	On-line RAID Group Expansion	The storage array must support RAID 1/0, 5, 6 levels with online expansion of RAID Group/Disk Group.
12	Snapshot and Full Copy/ Clone Functionality	i) The array should support Local Point-In-Time Copies (Snapshots and Thin Clones and flash copy)
13	Mirroring / Replication	i) Storage based replication should be an integral part of the solution ii) The storage array should support both Sync and Async mode data replication at the storage controller level with the use of consistency group for application recoverability as a single entity
		ii) The storage array must have the capability to do array based remote replication using FCIP or IP technology

x | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Component	Minimum Requirement (Equivalent or Higher)
14	Virtual /Thin provisioning	The storage array should be provided with virtual/Thin provisioning for proposed storage capacity.
15	Data in Place upgrade	The proposed storage must support seamless data-in-place upgrade of existing storage controllers without having to change the disk subsystem.
16	Storage Management	Storage Management Software should be provided with simple to use Browser based interface and CLI and able to provide consolidated dashboard and alerting
		Provide single management interface with a self-service portal for all support related items such as opening a service ticket, online chat support, downloading software & documentation, configuration of remote support and access to online e-learning
		The storage array supports software-as-a-service cloud-based management solution that provides intelligent analytics about performance, capacity and configuration for health-based reporting and remediation.
		Monitor and tune the whole system with quality of service, which allows individual applications (by setting policies against their specific LUNs) to dynamically adjust the amount of system Storage Processor resources.
17	Data Compression	Storage array should support both File & block level compression for NAS and SAN Data.
18	Software / Firmware	Should Support online firmware upgrade of firmware, etc. without a need for downtime.
19	Virtualization Integration	i) The Storage should be fully certified for all supported protocols to virtualized application environments.
		ii) The storage solution should be capable of providing multi-pathing software with failover and load-balancing functionality for the virtualized OS,
		iii) Array must support integration of virtualization API such as VMware VAAI, VASA, VSI, Site Recovery Manager & Hyper-V ODX, ESI
20	Scalability	The solution should be linearly scalable. By adding more compute and storage capacity we should be able to roll out the platform to more users without changes in architecture

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

G. Backup Solution

#	Component	Minimum Requirement (Equivalent or Higher)
1	Backup	i) Backup solution should be an Integral part of the solution.
		ii) Backup solution must have disk-to-disk backup on separate appliance with de-duplication feature.
		iii) Should be able to backup both VM level backup as well as file system backup
2	Interface	Proposed solution should support disk based backup and should be able to interface with various industry leading server platforms, operating systems and Must support LAN/SAN based D2D backup and VTL backup simultaneously via NFS v3, CIFS, FC , OST and NDMP protocols.
3	Deduplication	Proposed Solution should support global and inline data duplication using automated variable block length deduplication technology.
4	Protocols	Proposed Solution should be offered with protocols like VTL, OST, CIFS and NFS. All of the protocols should be available to use concurrently with global deduplication for data ingested across all of them
5	Backup software	Proposed Solution should support industry leading backup software like EMC Networker, Symantec NetBackup, Commvault and HP Data Protector etc. and should Support deduplication at backup server/ host / application level so that only changed blocks travel through network to backup device.
6	Communication	Proposed Solution should have the ability to perform different backup, restore, replication jobs simultaneously and Must support communications and data transfers through 16GB SAN, 10 Gb & 1 Gb Ethernet LAN over copper and SFP+. The proposed backup appliance should be offered with min. 2 x 1Gbps NIC, 4 x 10Gbps NIC and 2 x 16Gbps FC ports
7	Backup Speed	Proposed Solution should support minimum backup throughput of 24 TB/hr while maintaining a single deduplication pool with RAID 6 and min. one hot spare disk as well.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,
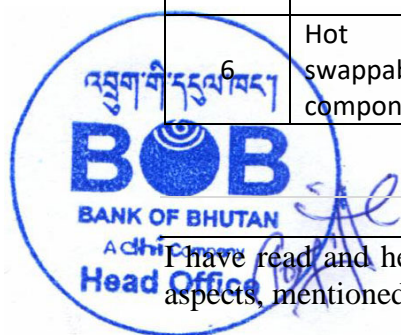
Signature & Seal_____ (Authorized Signatory)

#	Component	Minimum Requirement (Equivalent or Higher)
8	Retention Policy	Proposed Solution should support different retentions for primary and DR backup storage and should support instant copy creation on remote site for better DR readiness with support for transmitting only DE duplicated unique data in encrypted format to remote sites.
9	Point in time copies	Proposed Solution should support retention lock (WORM) feature which ensures that no data is deleted accidently and support for point-in-time copies of a LUN or volumes with minimal performance impact.
10	Compatibility	Proposed Solution should Support Enterprise Applications and Database Backups without integration with Backup Software, for better visibility of Backups to Application and database Owners, thus ensuring faster and direct recovery on application/database level. This integration should be available for Oracle, SAP, SAP HANA, DB2, MS SQL, Hadoop, MongoDB, Cassandra etc.
11	Replication	Proposed Solution should support bi-directional, many-to-one, one-to-many, and one-to-one replication
12	Encryption	Proposed Solution should support 256 bit AES encryption for data at rest and data-in-flight during replication. It should offer internal and external key management for encryption
13	Min RAID Configuration	Proposed Solution should be offered with minimum of RAID-6 with SATA/NL-SAS disk drives along with hot-spare disks in the ratio of 15:1 or better
14	Multi tenancy	Proposed Solution should be offered with Multi-Tenancy features which provides a separate logical space for each tenant user while maintaining a global deduplication across data from all tenant users

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,
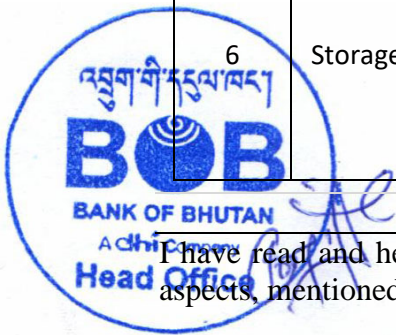
Signature & Seal_____ (Authorized Signatory)

H. Server Virtualization

#	Component	Minimum Requirement (Equivalent or Higher)
1	Dependency	Virtualization software shall provide a Virtualization layer with no dependence on a general purpose OS (i.e. WINDOWS, UNIX/Linux, Solaris, Open source Unix/Linux)
2	Live Virtual Machine migrations	Virtualization Software should support live Virtual Machine migrations: 1) Across Physical servers 2) Across switches 3) Within same physical servers 4) Should be able to migrate the servers through dedicated network path
3	High Availability	Virtualization software shall have High Availability capabilities for the virtual machines between different hosts in case of host failure
4	Prioritization for virtual workloads	I/O prioritization for virtual workloads to ensure that business critical VMs are not affected due to congestion by other VMs on the same host
5	Resource load Balancing	Resources to be automatically load balanced among the hosts based on predefined policies (similar to Distributed Resource Scheduler)

I. Tape Library

#	Component	Minimum Requirement (Equivalent or Higher)
1	Scalability	Scalable SAN backup base model (32 tape media) plus expansion will scale up to (272 tape media)
2	Connectivity and Support	1) Support for 3 Tape Drives per 3U enclosure 2) 2 x LTO-8 Tape Drive & 1 x LTO-7 Tape Drive 3) Supports LTO-6, LTO-7, LTO-8 drive types in either 12Gb SAS or 16Gb FC as the minimum connectivity

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,
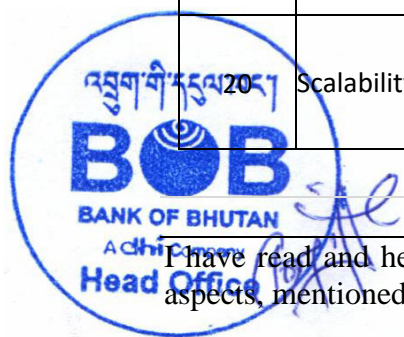
Signature & Seal_____ (Authorized Signatory)

J. Tape Media

#	Component	Minimum Requirement (Equivalent or Higher)
1	Specification	90 units of Industry standard LTO-8 tapes with Labels number 01-90 10 units of LTO Cleaning Cartridge

K. Warranty and support

#	Component	Minimum Requirement
1	Warranty	3 years comprehensive warranty with 24x7 Support.
2	Support	The support for the Hardware along with the spares should be available for minimum of another Four years after warranty
3	Spares	The spares to be replaced and available within 3 hours in times of failure.

II. Software (Virtualization, Operating System and Database)

1. **Oracle Virtualization**
2. **VMware Virtualization**
3. **Microsoft Windows**
4. **Oracle Solaris**
5. **Oracle Linux Enterprise**
6. **Oracle Database**
7. **MSSQL Database**

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A3   Bills of Quantity

#	Particulars	Detail	DC (QTY - NOS)	DC (QTY - NOS)	Total QTY (DC+DR)	Remarks
1	Server (HW)	Compute Node	15	11	26	Servers for virtualization
2	Storage (HW)	Unified storage	1	1	2	To be used as SAN storage and NAS (Unified Solution)
3	Tape Library (HW)	Tape backup	1	1	2	Tape library
4	Backup solution (HW+SW)	Enterprise backup software	1	1	2	Backup Virtual Machines as well as filesystem backup from individual server
5	Server (HW)	Tape Management Servers	1	1	2	Servers to manage the Tape and SAN Environment
6	Server (HW)	Rack mount Servers	2		2	Servers for virtualization (mBoB and AML)
7	16G SAN Switches - 24 Port (HW)	Fibre connection	2	2	4	Fibre connection between storage and servers
8	10G Ethernet Switch 48 Port (HW)	Ethernet connection	0	0	0	Ethernet connection for server to server communication and external links – Four nos. of 48ports 10G Ethernet switches have been provisioned in the proposal for network upgrade at TCO
9	10G Ethernet Switch 24 Port (HW)	Ethernet connection (Management and UAT)	1	1	2	Ethernet connection for UAT and server management
10	v-center	Virtualization Manager for VMware Virtualization	1	1	2	Vcenter will manage the VMware environment
11	v-sphere (SW)	Virtualization software	18	18	36	vSphere to virtualize the compute nodes on vmware

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Particulars	Detail	DC (QTY - NOS)	DC (QTY - NOS)	Total QTY (DC+DR)	Remarks
12	OVM	Virtualization Manager for Oracle Virtualization	1	1	2	OVM to manage the Oracle Virtual environment
13	OVS(SW)	Virtualization software	2	2	4	OVS to virtualize the compute nodes on Oracle
14	Windows Server 2016 (SW)	Operating System	12	12	24	Windows operating system
15	Windows Storage Server 2016 (SW)	Storage Operating System (NAS)	2	2	4	Windows operating system for NAS and Mail
16	User Cal License (Bundle of 5)	User call license for windows OS	14	14	28	Mandatory for Windows OS
17	Oracle Solaris (SW)	Operating System	2	2	4	For ATM Switch
18	Oracle Linux (SW)	Operating System	3	3	6	For oracle DB and Oracle Products
19	Oracle 12C (SW)	Database software	2	2	4	CIB (DC) & ATM (DR)
20	Ubuntu / Cent OS	Open source Community Edition	12	12	24	Chharo/New projects
21	Mysql 5.7	Community Edition	12	12	24	Chharo/New projects

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A4   Distribution of servers and storage in virtual environment

1. Data center:

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
OVM	Server 1	NARADA SWITCH	ATM SWITCH - App	Solaris 11.3	8	44		1	52	256	YES
		NARADA CAM APP	ATM CAM - App	Solaris 11.3	8			1	52		YES
		NARADA CAM APP	ATM SWITCH/CAM - DB	Solaris 11.3	8		0.5	1.5	52		YES
		Spare			16		1	1	84		YES
	Server 2	Oracle Data Base 10g	DB - Flexcube	Solaris 11.3	4	44	1	1.5	48	256	YES
		Oracle Database 12C	ATM SWITCH/CAM APP	Solaris 11.3	4			1	32		YES
		Oracle Database 12C	ATM SWITCH/CAM DB	Solaris 11.3	4			1	32		YES
		Oracle Database 12C	CIB DB	Solaris 11.3	4		0.5	1.2	32		YES
		Oracle Database 12C	Reports DB	Solaris 11.3	8		1	2	32		YES
		Spare			16		1	1	64		YES
	Server 3	Apache Tomcat	mBoB Application (01)	Oracle Linux	12	44		2	64	256	YES
		mysql 7.3	mBoB DB (02)	Oracle Linux	12			3	64		YES
		Apache Tomcat	SMS Gateway Application (01)	Oracle Linux	4			1	32		YES
		mysql 7.3	SMS Gateway DB (02)	Oracle Linux	4			2	48		YES
		Spare			8			1	32		YES
	Server 4	Apache Tomcat	mBoB Application (02)	Oracle Linux	12	44		2	64	256	YES

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
		mysql 7.3	mBoB DB (01)	Oracle Linux	12			3	64		YES
		Apache Tomcat	SMS Gateway Application (02)	Oracle Linux	4			1	32		YES
		mysql 7.3	SMS Gateway DB (01)	Oracle Linux	4			2	48		YES
		Spare			8			1	32		YES
VMware Environment	Server 1	CIB APP	CIB APP	Windows Server 2012 R2	4	44	1	0.5	16	256	YES
		Redirection App	B-Wallet Interface Server	Windows Server 2016	4			0.5	16		YES
		Windows server 2016	Antivirus Server	Windows 2016	8			0.5	48		YES
		Windows server 2016	DC DOMAIN Controller	Windows 2016	8			0.5	48		YES
		Spare			16			1	112		
	Server 2	SAP Business Objects	Report Server	Windows Server 2016	8	44	1	1	32	256	YES
		Windows 200X	NMS SERVER	Windows 2016	8			0.5	48		YES
		Smarter Mail	BOBL Mail Server	Windows 2016 Storage server	8			6	48		YES
		NAS	BOBL NAS	Windows 2016 Storage server	8		40	1	48		YES
		Spare			8			1	64		YES
	Server 3		HA server		40	44			240	256	
	Server 4	LAMP/WAMP	Charo Cache Server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo Web Server	Ubuntu	12	44		1.2	96	256	
		Spare		ubuntu	16			1	48		YES

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
	Server 5	LAMP/WAMP	Charo Admin + vendor server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo API Server	Ubuntu	12	44		1.2	96	256	
		Spare		Ubuntu	16			1	48		YES
	Server 6	LAMP/WAMP	Charo Database Read Server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo Database Write Server	Ubuntu	12	44		1.2	96	256	
		Spare		Ubuntu	16			1	48		YES
			Charo NAS Storage				100				
	Server 7	LAMP	Bugzilla	Ubuntu	4			1	32		YES
		LAMP	DMS	Ubuntu	4			1	32		YES
		LAMP	E-learning	Ubuntu	4	44		1	32	256	YES
		LAMP	CRM	Ubuntu	4			1	32		YES
		LAMP	SMS Gateway	Ubuntu	8			1	48		YES
		Spare			16				64		YES
	Server 8	WAMP	Intranet	Windows 2016	8			1	64		YES
		NEFT	NEFT Server	Windows 2012	4			0.5	32		YES
		Exam	Exam Server (Test)	Windows 2016	4	44		0.5	48	256	YES
		RDP	Remote Desktop Server	Windows 2016	8			0.5	48		YES
		Spare			16			0.5	48		YES

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
	Server 9	MS SQL and CTS	CTS Server	Windows Server 2016	16	44		1	64	256	YES
		LAMP	Phishing server	Ubuntu	4			0.5	48		YES
		Windows server 2016	NEW Project	Windows 2016	4			0.5	64		YES
		Spare			16			0.5	64		YES
	UAT (4 Cores and 16 GB reserved for Hypervisor)										
UAT Environment	Server 1	Oracle Database 12C	ATM / CAM UAT -DB	Solaris 11.3	4	44	1	1.6	48	256	NO
		NARADA SWITCH/CAM APP	ATM UAT - App	Solaris 11.3	4			0.75	48		NO
		NARADA SWITCH/CAM APP	CAM UAT - App	Solaris 11.3	4			0.75	48		NO
		Spare Server 1		Oracle Linux	16			1	48		NO
		Spare Server 2		Oracle Linux	12			1	48		NO
	Server 2	LAMP/WAMP	Charo UAT	Ubuntu	32	44		6	192	256	NO
		Spare		Linux	8			1.5	48		NO
			Charo NAS Storage				20	0			

*DC (4 Cores and 16 GB reserved for Hypervisor)

2. DR Site:

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
OVM	Server 1	NARADA SWITCH	ATM SWITCH - App	Solaris 11.3	8	44		1	52	256	YES
		NARADA CAM APP	ATM CAM - App	Solaris 11.3	8			1	52		YES
		NARADA CAM APP	ATM SWITCH/CAM - DB	Solaris 11.3	8		0.5	1.5	52		YES

xxi | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
		Spare			16		1	1	84		YES
	Server 2	Oracle Data Base 10g	DB - Flexcube	Solaris 11.3	4	44	1	1.5	48	256	YES
		Oracle Database 12C	ATM SWITCH/CAM APP	Solaris 11.3	4			1	32		YES
		Oracle Database 12C	ATM SWITCH/CAM DB	Solaris 11.3	4			1	32		YES
		Oracle Database 12C	CIB DB	Solaris 11.3	4		0.5	1.2	32		YES
		Oracle Database 12C	Reports DB	Solaris 11.3	8		1	2	32		YES
		Spare			16		1	1	64		YES
VMware Environment	Server 1	CIB APP	CIB APP	Windows Server 2012 R2	4	44	1	0.5	16	256	YES
		Redirection App	B-Wallet Interface Server	Windows Server 2016	4			0.5	16		YES
		Windows server 2016	Antivirus Server	Windows 2016	8			0.5	48		YES
		Windows server 2016	DC DOMAIN Controller	Windows 2016	8			0.5	48		YES
		Spare			16			1	112		
	Server 2	SAP Business Objects	Report Server	Windows Server 2016	8	44	1	1	32	256	YES
		Windows 200X	NMS SERVER	Windows 2016	8			0.5	48		YES
		Smarter Mail	BOBL Mail Server	Windows 2016 Storage server	8			6	48		YES
		NAS	BOBL NAS	Windows 2016 Storage server	8		40	1	48		YES
		Spare			8			1	64		YES

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
	Server 3		HA server		40	44			240	256	
	Server 4	LAMP/WAMP	Charo Cache Server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo Web Server	Ubuntu	12	44		1.2	96	256	
		Spare		ubuntu	16			1	48		YES
	Server 5	LAMP/WAMP	Charo Admin + vendor server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo API Server	Ubuntu	12	44		1.2	96	256	
		Spare		Ubuntu	16			1	48		YES
	Server 6	LAMP/WAMP	Charo Database Read Server	Ubuntu	12			1.2	96		YES
		LAMP/WAMP	Charo Database Write Server	Ubuntu	12	44		1.2	96	256	
		Spare		Ubuntu	16			1	48		YES
			Charo NAS Storage				100				
	Server 7	LAMP	Bugzilla	Ubuntu	4			1	32		YES
		LAMP	DMS	Ubuntu	4			1	32		YES
		LAMP	E-learning	Ubuntu	4			1	32		YES
		LAMP	CRM	Ubuntu	4	44		1	32	256	YES
		LAMP	SMS Gateway	Ubuntu	8			1	48		YES
		Spare			16				64		YES
	Server 8	WAMP	Intranet	Windows 2016	8			1	64		YES
		NEFT	NEFT Server	Windows 2012	4	44		0.5	32	256	YES

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

VM Environment	Server	Software installation	Server Types - DB /APP / Web /Others	Required OS	CPU (cores)	Total Cores (Includes 4 Cores for Hypervisor)	Usable SAN Storage Size - RAID 5 (TB)	Usable SAN Storage Size - RAID 10 (TB)	Memory (GB)	Total Memory (Includes 16 GB for Hypervisor)	HA (Yes/No)
		Exam	Exam Server (Test)	Windows 2016	4			0.5	48		YES
		RDP	Remote Desktop Server	Windows 2016	8			0.5	48		YES
		Spare			16			0.5	48		YES
	Server 9	MS SQL and CTS	CTS Server	Windows Server 2016	16	44		1	64	256	YES
		LAMP	Phishing server	Ubuntu	4			0.5	48		YES
		Windows server 2016	NEW Project	Windows 2016	4			0.5	64		YES
		Spare			16			0.5	64		YES

*DR (4 Cores and 16 GB reserved for Hypervisor)

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A5   Schedule of Deviations

Section No	Standard Clause	Deviation

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A6   **Bid Form & Price Schedule**
                              Bid Form

The Chief Executive Officer
Bank of Bhutan Limited
Head Office
Thimphu Bhutan

Sir,

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver …………………………………………………(Description of Goods) in conformity with the said Bidding Documents, including Addenda Nos………………………………………………….. (Insert Numbers), for the sum of………………… …………………………………………………….…. (Total Bid Amount CIF/CIP in Words and Figures) or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within ……………………… …………………… days, and to complete delivery of all the items specified in the Contract within……………………………………days, calculated from the date of receipt of your Notification of Award and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract.

If our Bid is accepted, we will provide the performance security in the sum of …………….. ………..……………… (Amount), equal to ten (10) percent of the Contract price, for the due performance of the Contract.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

We agree to abide by this Bid for the period of 60 (Sixty) days from the date fixed for bid closing pursuant to Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between us.

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

Dated this _____day of _____2018.

_____
(Signature)

_____
(In the Capacity of)

Duly authorized to sign Bid for and on behalf of
_____
_____

_____
(Signature of Witness)
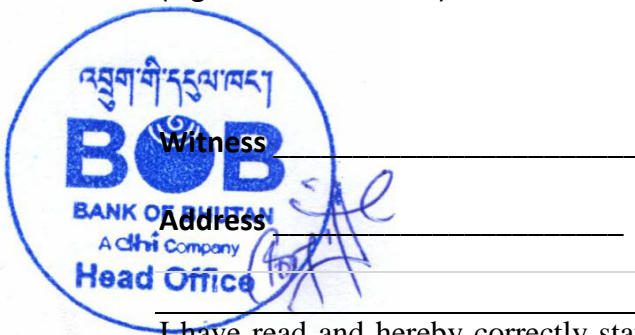
Witness_____

Address_____

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A6 Continued

Price Schedule

Selection [Tick appropriate for the compute nodes]	Option	Specification
☐	Blade Solution	Complete package with Blade Server with Chassis
☐	Rack mount	Rack mount Server

Note:

a) Bidder should supply, commission, install, configure, test, and maintain (both under warranty and AMC) the servers and their add-on components required for this project as specified in technical specifications.

b) Bidder should provide comprehensive on-site three year warranty for servers including Operating System.

c) All the parts of items would be covered under comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of Bidder to fill up the gap.

d) Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 7 years for servers from the date of its supply. (i.e. 3 year warranty and 4 year AMC) Comprehensive annual maintenance contract has to be entered into separately with the bank for this purpose.

e) Bidder has to guarantee minimum uptime and availability of 99.9% on quarterly basis and shall execute service level agreement for the same.

f) Bidder (successful Bidder) will generate the configuration/specification report from the servers and the associated software and present the printout of same along with installation report to the bank for their verification & signatures.

g) Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment.

h) Obtaining of the Road permits, form, other security forms, etc. will be the sole responsibility of the successful Bidder. However, Bank will sign the necessary forms as the Client, as per the requirements.

i) Training the Client's personnel in operating and trouble-shooting the hardware and software installed as per this RFP.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

A **Price Details of Servers & Other Items**

#	Particulars	Cost Price for three years							AMC for 4 years					Total cost (incl. of tax
		Unit Price with 3 year warranty (excl. of Tax)	Tax for Column A		Unit price Incl of tax	DC (QTY - NOS)	DR (QTY - NOS)	Total QTY (DC+DR)	Total cost (incl. of tax	4 years AMC charges per item (excl. of tax)	Tax for Column E		AMC Per Unit (incl. of Tax)	Total cost per unit with AMC (incl. of tax)	
		A	% of Tax (B)	Tax Amt. (C)	D=(A+C)	E	F	G=(E+F)	H=(D x G)	I	% of Tax (J)	Tax Amt (K)	L=(I+K)	M=(D+L)	N=(G x M)
1	**HW, Storage, Backup solution, operating system, database other related HW and software**														
1.01	Compute Nodes (servers for Virtualization)														
1.02	Unified storage (To be used as SAN Storage and NAS)														
1.03	Tape Library (HW) - To be used for Tape backup														
1.04	Backup solution (Backup Virtual Machines as well as filesystem backup from individual server) - HW + SW														
1.05	Tape Management Servers (Servers to manage the Tape and SAN Environment)														
1.06	16G SAN Switches - 24 Port(Fibre connection between storage and servers) - HW + License														

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Particulars	Cost Price for three years							AMC for 4 years					Total cost (incl. of tax)
		Unit Price with 3 year warranty (excl. of Tax)	Tax for Column A		Unit price Incl of tax	DC (QTY - NOS)	DR (QTY - NOS)	Total QTY (DC+DR)	Total cost (incl. of tax)	4 years AMC charges per item (excl. of tax)	Tax for Column E		AMC Per Unit (incl. of Tax)	Total cost per unit with AMC (incl. of tax)	
		A	% of Tax (B)	Tax Amt. (C)	D=(A+C)	E	F	G=(E+F)	H=(D x G)	I	% of Tax (J)	Tax Amt (K)	L=(I+K)	M=(D+L)	N=(G x M)
1.07	10G Ethernet Switch 48 Port (Ethernet connection for server to server communication and external links)														
1.08	10G Ethernet Switch 24 Port - (Ethernet connection for UAT and server management)														
1.09	v-Center (Virtualization Manager for VMware Virtualization)														
1.10	V-Sphere (Virtualization software)														
1.11	OVM (Virtualization Manager for Oracle Virtualization)														
1.12	OVS (Virtualization software for Oracle Virtualization)														
1.13	Windows Server 2016 Operating System														
1.14	Windows Storage Server 2016 (Storage Operating System (NAS)														
1.15	User Cal license for windows OS														
1.16	Oracle Solaris 11.3 (OS)														
1.17	Oracle Linux Ent (OS)														
1.18	Oracle 12C Enterprise (Database software)														

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Particulars	Cost Price for three years							AMC for 4 years					Total cost (incl. of tax)
		Unit Price with 3 year warranty (excl. of Tax)	Tax for Column A		Unit price Incl of tax	DC (QTY - NOS)	DR (QTY - NOS)	Total QTY (DC+DR)	Total cost (incl. of tax	4 years AMC charges per item (excl. of tax)	Tax for Column E		AMC Per Unit (incl. of Tax)	Total cost per unit with AMC (incl. of tax)	
		A	% of Tax (B)	Tax Amt. (C)	D=(A+C)	E	F	G=(E+F)	H=(D x G)	I	% of Tax (J)	Tax Amt (K)	L=(I+K)	M=(D+L)	N=(G x M)
1.19	Ubuntu / Cent OS (Open source CE)														
1.20	mysql 5.7 (CE)														
2	**Other H/W Equipment**														
2.01															
2.02															
2.03															
3	**Other S/W Licence**														
3.01															
3.02															
3.03															
4	**Other Charges**														
4.01															
4.02															
4.03															
	Total Cost of Ownership														

xxxi | P a g e

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

		Post Warranty AMC Charges per year per unit inclusive of Tax (year wise)															Post Warranty AMC for 4 years per item (incl. of Tax) **
		4th Year				5th Year				6th Year				7th Year				
#	Particulars	AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC Charges (excl. of charges)	% Tax	Tax in Amt	Total AMC(Incl. of Tax)	AMC (excl. of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	
		1	2	3	4 = (1+3)	5	6	7	8 = (5+7)	9	10	11	12 = (9+11)	13	14	15	16 = (13+15)	17 = (4+8+12+ 16)
1	HW, Storage, Backup solution, operating system, database other related HW and software																	
1.01	Compute Nodes (servers for Virtualization)																	
1.02	Unified storage (To be used as SAN Storage and NAS)																	
1.03	Tape Library (HW) - To be used for Tape backup																	
1.04	Backup solution (Backup Virtual Machines as well as filesystem backup from individual server) - HW + SW																	
1.05	Tape Management Servers (Servers to manage the Tape and SAN Environment)																	

Commercial Version - Post Warranty AMC Charges calculation table for Servers & other Items:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,
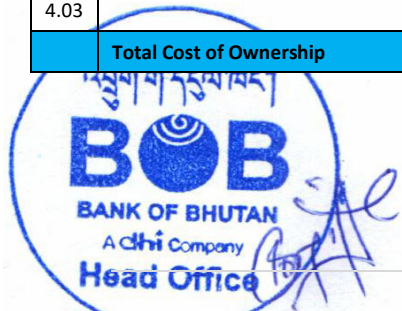
Signature & Seal_____ (Authorized Signatory)

#	Particulars	Post Warranty AMC Charges per year per unit inclusive of Tax (year wise)																Post Warranty AMC for 4 years per item (incl. of Tax) **
		4th Year				5th Year				6th Year				7th Year				
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC Charges (excl. of charges)	% Tax	Tax in Amt	Total AMC(Incl. of Tax)	AMC (excl. of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	
		1	2	3	4 = (1+3)	5	6	7	8 = (5+7)	9	10	11	12 = (9+11)	13	14	15	16 = (13+15)	17 = (4+8+12+16)
1.06	16G SAN Switches - 24 Port(Fibre connection between storage and servers) - HW + License																	
1.07	10G Ethernet Switch 48 Port (Ethernet connection for server to server communication and external links)																	
1.08	10G Ethernet Switch 24 Port - (Ethernet connection for UAT and server management)																	
1.09	v-Center (Virtualization Manager for VMware Virtualization)																	
1.10	V-Sphere (Virtualization software)																	
1.11	OVM (Virtualization Manager for Oracle Virtualization)																	

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Particulars	Post Warranty AMC Charges per year per unit inclusive of Tax (year wise)																Post Warranty AMC for 4 years per item (incl. of Tax) **
		4th Year				5th Year				6th Year				7th Year				
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC Charges (excl. of charges)	% Tax	Tax in Amt	Total AMC(Incl. of Tax)	AMC (excl. of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	
		1	2	3	4 = (1+3)	5	6	7	8 = (5+7)	9	10	11	12 = (9+11)	13	14	15	16 = (13+15)	17 = (4+8+12+16)
1.12	OVS (Virtualization software for Oracle Virtualization)																	
1.13	Windows Server 2016 Operating System																	
1.14	Windows Storage Server 2016 (Storage Operating System (NAS)																	
1.15	User call license for windows OS																	
1.16	Oracle Solaris 11.3 (OS)																	
1.17	Oracle Linux Ent (OS)																	
1.18	Oracle 12C Enterprise (Database software)																	
1.19	Ubuntu / Cent OS (Opensource CE)																	
1.20	mysql 5.7 (CE)																	
2	**Other H/W Equpiments**																	
2.01																		
2.02																		

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

#	Particulars	Post Warranty AMC Charges per year per unit inclusive of Tax (year wise)																Post Warranty AMC for 4 years per item (incl. of Tax) **
		4th Year				5th Year				6th Year				7th Year				
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC Charges (excl. of charges)	% Tax	Tax in Amt	Total AMC(Incl. of Tax)	AMC (excl. of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	AMC (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	
		1	2	3	4 = (1+3)	5	6	7	8 = (5+7)	9	10	11	12 = (9+11)	13	14	15	16 = (13+15)	17 = (4+8+12+16)
2.03																		
3	**Other S/W Licence**																	
3.01																		
3.02																		
3.03																		
4	**Other Charges**																	
4.01																		
4.02																		
4.03																		
	** Note: The total AMC Charges mentioned in column no. 17 above should tally with the AMC prices mentioned in table no. A - Price Details of Server & Other Items against each line item under column H. The total of columns 1, 5, 9 & 13 above should tally with the 4 year AMC Charges per item (Excl. of Tax) mentioned in table no. A - Price Details of Servers & Other Items against each line item under column E and total of Column 3, 7, 11 & 15 above should tally with the tax amount mentioned in table no. A - Price Details of Servers & Other Items against each line item under column G.																	

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A7 - Sample Forms

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Contract Form

THIS CONTRACT made on the _____day of _____ 2018, between Bank of Bhutan Ltd, Thimphu, (hereinafter "the Client") of the one part and _____ (Name of supplier) of _____ (hereinafter "the Supplier") of the other part.

WHEREAS the Client is desirous that certain goods and services be provided by the Supplier, viz., Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis basis, as identified in the Bid Form and Price Schedule (*hereinafter "the Goods") and has accepted a Bid by the Supplier for the provision of those Goods and Services for the sum of Ngultrum _____ (in words) only (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The Contract shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents"), all of which by this reference are incorporated herein and made part hereof:

    (a)   Notification of Award;
    (b)   Price Schedules and Specifications;
    (c)   Conditions of Contract; and
    (d)   The Bid Document

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and other earlier verbal or written agreements pertaining to the supply of the Goods.

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.

2. In consideration of the payments to be made by the Client to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Client to provide the Goods and to remedy defects therein in conformity in all respects with the provisions

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

of the Contract.

3. The Client hereby covenants to pay the Supplier, in consideration of the provision of the Goods 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.

4. Any notice under this Contract shall be in the form of a letter or email.
   a) Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the

   The Client   The Supplier
   (Chief Executive Officer)
   Bank of Bhutan Limited,   (Enter Name and Address)
   Corporate Office, Babesa,
   Post Box No. 102
   Thimphu: Bhutan.

   b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

   IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

   _____
   Signature of the Client

   _____
   Signature of the Supplier

   Signed, sealed and delivered by the said _____
   (For the Client) in the presence of _____

   Signed, sealed and delivered by the said _____
   (For the Supplier) in the presence of _____

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Performance Security Form

To:

**The Bank of Bhutan Limited**
Corporate Office
Thimphu: Bhutan

WHEREAS _____(Name of the supplier) hereinafter called "the Supplier", has undertaken to Supply, Delivery, Installation, Configuration, Commissioning & Maintenance of Servers, Storage Associated Components, Operating System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership) over a 7-year basis in pursuance of Contract # _____dated _____2018, hereinafter called "the Contract";

AND WHEREAS it has been stipulated by you in the Contract that the Supplier shall furnish you with a Bank Guarantee issued by a recognized commercial bank in Bhutan for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to furnish on behalf of the Supplier, an Irrevocable Guarantee;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of Ngultrum _____
(Amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit of Ngultrum _____ (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, provided your demand reaches the office mentioned below within 15 (Fifteen) days of the expiry date of this guarantee.

This guarantee is valid until _____day of _____2021.
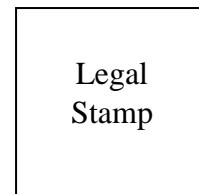
(NAME OF GUARANTEEING BANK)
By_____
(Title)
Authorized Representative

Legal
Stamp

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Date: _____
Address: _____

Power of Attorney Form
(To be supported by a Board Resolution for Registered Companies)
(In case of Sole Proprietorship/Partnership, to be signed by the Proprietor/Partners)

By this Power of attorney, created on_____ (date),

_____(name of manufacturer / supplier / firm /

dealer), having its legal domicile in _____ (Place, Country),

hereby nominates, constitutes and appoints as its true and lawful attorney

Dasho/Mr/Ms/Mrs. _____ (Name of Signatory Authority) who is

given the authority to bind the company by his/her signature in matters connected with

or related to the company's activities in the Supply, Delivery, Installation, Configuration,

Commissioning & Maintenance of Servers, Storage Associated Components, Operating

System, Oracle Database & other Software and Licenses in TCO (Total Cost of Ownership)

over a 7-year basis for Bank of Bhutan Limited.

This Power of Attorney shall remain in force until _____ (Date).

_____   _____
Signature and Seal of Authorized Signatory   Signature of Authorised
of the company   Power of Attorney Holder
Name: Name:
Designation:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other
aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Escalation Matrix

Name of the Company:

Delivery Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact					
		Regional/Zonal Head					
		Country Head /CEO					

Service Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact					
		Regional/Zonal Head					
		Country Head /CEO					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name　　　　:

Designation　:

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

Annexure A9

<div align="center">

INTEGRITY PACT (IP) STATEMENT
</div>

1   General

Whereas Mr. Cheten Dorji, *Procurement Officer* representing the Bank of Bhutan Limited, hereinafter referred to as the **"Client"** on one part, and *(Name of Bidder or his/her authorized representative, with Power of Attorney)* ……………………………………………………. representing M/s. (*Name of company*) …………………………………………………….., hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard Bidding Document, which shall be signed by both the parties at the time of purchase of Bidding Documents and submitted along with the tender document. This IP is applicable only to "**large**" scale works, goods and services such as this contract.

2   Objectives

Whereas, the Client and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practices by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**[1] and **contract administration**[2], with a view to:

2.1   Enabling the Client to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2   Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3.   Scope

The validity of this IP shall cover the bidding process and contract administration period.

---

[1] Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.
[2] Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

4.   Commitments of the Client

The Client Commits itself to the following:-

4.1   The Client hereby undertakes that no officials of the Client, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2   The Client further confirms that its officials shall not favour any prospective Bidder in any form that could afford an undue advantage to that particular Bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3   Officials of the Client, who may have observed or noticed or have reasonable suspicion shall report to the head of the client agency or the Anti-Corruption Commission any violation or attempted violation of clauses 4.1 and 4.2.

4.4   Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Client and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5.   Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

5.1   The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

5.2   The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3   If the Bidder(s) has observed or noticed or has reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other Bidders, the Bidder shall report such violations to the head of the procuring agency.

6.   Sanctions for Violation

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1   The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

6.2   The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7.   Monitoring and Administration

7.1   The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2   The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at *Thimphu* on _____ *2018.*

Affix Legal Stamp		Affix Legal Stamp

CLIENT   **BIDDER/REPRESENTATIVE**

CID : ☐☐☐☐☐☐☐☐☐☐☐   CID : ☐☐☐☐☐☐☐☐☐☐☐

Witness: _____   Witness: _____

Name: Name:

CID : ☐☐☐☐☐☐☐☐☐☐☐   CID : ☐☐☐☐☐☐☐☐☐☐☐

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

~~~~~~~~~~~~~~~~

END OF DOCUMENT

~~~~~~~~~~~~~~~~