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BOB

BANK OF BHUTAN

A dhi Company

Banker to the Nation since 1968

Request for Proposal

For

Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of SAN Switches, Network Switches, Load Balancers & other Backup Software and Licenses for Disk to Disk Backup Solution in TCO (Total Cost of Ownership) over a 7-year basis

Tender No. : 000/BoB/Tender/2022/17

20 October 2022



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NOTICE INVITING TENDER

Name of the Purchaser: Bank of Bhutan, Corporate Office

Bidding Type: SBD for Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of SAN Switches, Network Switches, Load Balancers & other Backup Software and Licenses for Disk to Disk Backup Solution in TCO (Total Cost of Ownership) over a 7-year basis

Tender No: 000/BoB/Tender/2022/017 Date: 20 October 2022

Bank of Bhutan, the Purchaser invites sealed Bids for SBD for Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of SAN Switches, Network Switches, Load Balancers & other Backup Software and Licenses for Disk to Disk Backup Solution in TCO (Total Cost of Ownership) over a 7-year basis and separated in following five Lots as mentioned below;

LOTs	Particulars
LOT I	SAN Switches (DC)
	SAN Switches (DR)
LOT II	Top of Rack (ToR) Switch (DC)
	Top of Rack (ToR) Switch (DR)
LOT III	Top of Rack(ToR) Switch (UAT)
LOT IV	Top of Rack (ToR) Switch (UAT)
	Top of Rack (ToR) Switch (UAT)
LOT V	Load Balancer & Application Delivery Controller
LOT VI	Backup Software / Solution

1. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Documents, which are available as per the schedule below:

Tender No. and date	000/BoB/Tender/2022/017 dated 20 October 2022
Document available period (date & time)	20 October 2022 to 02 November 2022
Bid submission (date & time)	02 November 2022 at 1430 hours (BST)
Bid opening date, time & place	02 November 2022 at 1500 Hours (BST) at BoB Corporate Office
Cost of Documents	Free of Cost. No issuance of documents in hard copy.

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	The bidders need to download from the website.
Bidding Documents shall be available	BoB website: www.bob.bt

2. Issuance of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.

3. All Bids must be accompanied by Bid Security in the form of Demand Draft /Cash Warrant /Banker's Cheque/ Bank Guarantee/Cash deposit enforceable by any financial institutions in Bhutan, and shall remain valid for more than three months from the last date of bid submission. The detailed bid security amount are mentioned below;
   a) Total EMD shall be Nu. 1,710,000.00 (One Million Seven Hundred Ten Thousand) only - (if the bidder quotes all lots)
   b) If the bidder opts to quote one or more lot(s), then the EMD shall be the sum of all the lots quoted by a particular bidder. The individual EMD lot-wise amount is as follows:
      i. Lot I – SAN Switches for DC & DR – Nu. 430,000.00 (Four Hundred Thirty Thousand) only.
      ii. Lot II – TOR Switch for DC & DR – Nu. 520,000.00 (Five Hundred Twenty Thousand) only.
      iii. Lot III – TOR Switch UAT – Nu. 160,000.00 (One Hundred Sixty Thousand) only.
      iv. Lot IV – Management Switch for DC & DR – Nu. 40,000.00 (Forty Thousand) only.
      v. Lot V – Load Balancer and Application Delivery Controller – Nu. 500,000.00 (Five Hundred Thousand) only.
      vi. Backup Software /Solution – Nu. 60,000.00 (Sixty Thousand) only.

4. Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.

5. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.

Head, Procurement
Procurement Division, 2nd Floor
BoB Corporate Office, Thimphu

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BIDDING PROCEDURE

SECTION I. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. SCOPE OF SUPPLY

1.1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in **Price Schedule.** The name, identification number, and number of lots within this procurement are provided in the BDS.

1.2. Throughout this Bidding Document:
the term "in writing" means communicated in written form (e.g., by mail electronic mail) with proof of receipt;

a) if the context so requires, "singular" means plural" and vice versa; and

b) "day" means calendar day.

2. FRAUD AND CORRUPTION

2.1. As per the RGoB policy, Purchasers requires that the Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. The terms "Corrupt Practice", "Fraudulent practice": "Collusive practice", "Coercive practice" "Obstructive practice" shall be as per the definition in GCC 4.2. In pursuance of this policy, the Purchaser:

will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

a) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing for the contract;

b) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser to inspect their accounts and records and other documents relating to their Bid submission and

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contract performance and to have them audited by auditors appointed by the Purchaser;

c) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

d) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti- corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

2.2. Furthermore, Bidders shall be aware of the provision stated in GCC 37.1i.a.iii.

3. ELIGIBLE BIDDERS

3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 4.1 a & b. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:

a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods and related Service to be purchased pursuant to these Bidding Documents, or

b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.

c) employ or otherwise engage, either directly or through any of their affiliates, dependent or close relative of the Purchaser employee or has an authority over it. For the purposes

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of this Sub-Clause, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they:

a) are legally and financially autonomous;

b) operate under commercial law; and

c) are not a dependent agency (directly or indirectly) of the Purchaser.

3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1c) shall not be eligible to participate in this bidding process in any capacity.

3.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4. EXCLUSION OF BIDDERS

4.1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:

a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated or registered or any payments to persons or entities in that country; or

c) Bidder is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or

d) Bidder's affairs are being administered by a court, judicial officer or appointed liquidator; or

e) Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

f) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or

g) Bidder has not fulfilled his obligations with regard to the payment of taxes, or other payments due in accordance with the laws of the country in which he is established or of

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the Kingdom of Bhutan; or

h) Bidder is guilty of serious misrepresentation in supplying information in this tender; or

i) Bidder has been convicted for fraud and/or corruption by a competent authority; or

j) Bidder has not fulfilled any of his contractual obligations with the Purchaser in the past based on the Vendor Performance Management System (VPMS).

k) Bidder has been debarred from participation in public procurement by any competent authority as per law.

5. ELIGIBLE GOODS AND RELATED SERVICES

5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance to ITB. 4.1c).1 (a & b).

5.2. For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, supervision, installation, training, and initial maintenance.

5.3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. CONTENTS OF BIDDING DOCUMENT

6. PARTS OF BIDDING DOCUMENT

6.1. The Bidding Document consist of Bidding Procedure and Contracts which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Contract Forms



7. GENERAL INFORMATION

7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.2. The Purchaser is not responsible for the completeness of the Bidding Document and their addenda, if any, if these were not obtained directly from the Purchaser.

7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

8. CLARIFICATION OF BIDDING DOCUMENT

8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.

8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS.

8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than the date and time specified in the BDS.

8.4. Copies of the Purchaser's response shall be uploaded in the Purchaser's or relevant website including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 26.2.

8.5. A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.

8.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.

8.7. The Bidders are requested to submit their questions and queries in writing not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the Purchaser's website.

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8.8. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of pre-bid meeting.

9. AMENDMENT OF BIDDING DOCUMENTS

9.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.

9.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded in the Purchaser's website and or relevant website such addendum shall be binding on the prospective Bidders.

9.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 26.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

9.4. It will be the responsibility of such Bidders to regularly visit the website for any addendum to the Bidding Documents until the last date of bid submission. The Purchaser shall in no way be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. PREPARATION OF BID

10. COST OF BIDDING

10.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. LANGUAGE OF BID

11.1. The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser shall be as specified in BDS. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

12. DOCUMENTS COMPRISING THE BID

12.1. The Bid shall comprise the following:

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Bid Submission Forms and Price Schedules in accordance with ITB Clauses 13 &14;

a) Bid Security, in accordance with ITB Clause 23;

b) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;

c) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;

d) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;

e) Alternative Bids, if permissible, in accordance with ITB Clause 15;

f) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1;

g) Deviation sheet in accordance with the Bidding Form: IV; and

h) Relevant Bidding forms

i) Any other documents required in the BDS.

13. SUBMISSION OF BID

13.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

14. PRICE SCHEDULE

14.1. The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms. Any alteration made to the origin of the price schedule shall be directed rejected.

15. ALTERNATIVE BIDS

15.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.

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16. Bid Prices and Discounts

16.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:

a) all lots and items must be listed and priced separately in the Price Schedules;

b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and

c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.

16.2. The terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce pursuant to GCC sub-clause 3.3.

16.3. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms.

For Goods manufactured in Bhutan:

i. the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex- showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

ii. any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;

iii. the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination specified in the BDS; and

iv. the total price for the item.

For Goods manufactured outside Bhutan

(i) The price of Goods, quoted CIF/CIP/DDP/any other, place of Entry in Bhutan, as specified in BDS;

(ii) Custom Duties and any other taxes which will be payable on the Goods in Bhutan, if specified

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in BDS;

(iii) The Cost of inland transportation, insurance and other local costs incidental to delivery of the Goods from the Port of entry to their final destination, if specified in BDS; and

(iv) the total price for the item.

(v) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the *Schedule of Supply*, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.4. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

16.5. If so, indicated in ITB Sub-Clause 16.1, Bids are being invited for individual items, lots or packages as indicated in the BDS, unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub- Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

17. VENDOR PERFORMANCE MANAGEMENT SYSTEM

17.1. The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.

18. PRICE VARIATION

18.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to

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adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

19. CURRENCIES OF BID

19.1. The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.

19.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for conversion of prices.

19.3. Bid prices shall be evaluated in accordance to ITB 38. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

20. DOCUMENTS ESTABLISHING THE CONFORMITY OF THE GOODS AND RELATED SERVICES

20.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.

20.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply must be clearly indicated in the deviation schedule under Section III, Bidding Form.

20.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.

20.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those

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specified in the Schedule of Supply with exception in certain Bulk items, Strategic Critical and Strategic Security items category.

20.5. In order to prove that the Goods offered are of acceptable quality and standard, the Bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

21. DOCUMENTS ESTABLISHING THE QUALIFICATION OF BIDDERS

21.1. The Bidder shall have the minimum level of financial capacity if so, specified in the BDS to qualify for supply of Goods and Related Services under the Contract.

21.2. The Bidder shall have following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:

21.3. the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;

a) specific experience in the Supply of similar Goods and related service if so, specified in the BDS; and

b) minimum production capacity or availability of equipment if so, specified in the BDS.

21.4. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;

b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent/dealer in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(i) that, if permitted in the BDS, Bids submitted by a Joint Venture/Consortium (JV/C) of two or more firms as partners comply with the following requirements:

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(ii) the Bid is signed so as to be legally binding on all partners;

(iii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(iv) one of the partners is nominated as the lead partner of the JV/C, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C;

(v) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and

(vi) a copy of the JV/C Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

22. PERIOD OF VALIDITY OF BIDS

22.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period and inadequate value shall be rejected by the Purchaser as non-responsive.

22.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 22.3.

22.3. The provisions of the ITB 23 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

23. BID SECURITY

23.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and in the amount specified in the BDS.

23.2. The Bid Security shall at the Bidder's option, be in any of the following forms:

(i) an Unconditional Bank Guarantee (in accordance with the form included in Section IV, Bidding Forms); or

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(ii) a Banker's Cheque/Cash Warrant or

(iii) a Demand Draft;

(iv) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.

23.3. The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.

23.4. Bid Security shall be submitted in its original form and copies shall not be accepted.

23.5. Bid Security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS.

23.6. Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.

23.7. The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 46. In case of single stage-two envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.

23.8. The Bid Security shall be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB Sub-Clause 22.2; or

b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 44;

(ii) furnish a Performance Security in accordance with ITB Clause 45; or

(iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 35.4.

22.9. The Bid Security of a JV/C must be in the name of the JV/C that submits the Bid.

24. FORMAT AND SIGNING OF BID

24.1. The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 12 and clearly mark it **"ORIGINAL."** In addition, the Bidder shall submit copies of the

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Bid, in the number specified in the BDS and clearly mark them **"COPY".** In the event of any discrepancy between the Original and the Copies, the Original shall prevail.

24.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

24.3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the authorized person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

25. SUBMISSION, SEALING AND MARKING OF BIDS

25.1. Bids shall be delivered by hand, courier, registered post or electronic means. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

25.2. The outer Envelope shall:

be marked "CONFIDENTIAL";

a) be addressed to the Purchaser provided in the BDS;

b) bear the Tender name and number; and

c) provide a warning not to open before the time and date for Bid Opening.

25.3. The Inner Envelope shall contain:

a) be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

25.4. Where Bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.

25.5. In addition to the identification required in ITB Sub-Clause 25.2, 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 pursuant to ITB Clause 27.

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

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25.7. In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

25.8. When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

26. DEADLINE FOR SUBMISSION OF BIDS

26.1. Bids shall be delivered by hand, courier, registered post or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.

26.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26.3. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified bidding document (Bid Validity and validity of Bid Security).

27. LATE BIDS

27.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

28. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

28.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:

a) submitted in accordance with ITB Clauses 24 and 25 in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and

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28.2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 26.

28.3. Bids requested to be withdrawn shall be returned unopened to the Bidders.

28.4. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

28.5. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 22.1, may result in the forfeiture of the Bid Security pursuant to Clause 23.5. If the lowest or the lowest evaluated Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.

29. BID OPENING

29.1. The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders designated representatives who choose to attend, and at the address, date and time specified in the BDS.

29.2. Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.

29.3. First, envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.

29.4. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening.

29.5. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening.

29.6. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.

29.7. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 27, and Bid Security not in accordance with ITB 23.

29.8. Substitution Bids and modifications submitted pursuant to ITB Clause 28 that are not opened at Bid Opening shall not be considered for further evaluation.

29.9. The Bidders' representatives and attendees who are present shall be requested to sign the record of Bid Opening. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record.

29.10. In case of Single Stage Two Envelope Bid, technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

E. EVALUATION AND COMPARISON OF BIDS

30. CONFIDENTIALLY

30.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

30.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.

30.3. Notwithstanding ITB Sub-Clause 30.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

31. CLARIFICATION OF BIDS

31.1. To assist in the examination, evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid such as discrepancies between the

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offered Guaranteed Technical Particulars and test value/ drawings/relevant documents, any documentary evidences including type test report, past performance certificates, ISO certificates etc.

31.2. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 35. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

32. PRELIMINARY EXAMINATIONS OF BIDS

32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause12 have been provided, and to determine the completeness of each document submitted.

32.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1(a);

b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);

c) Bid Security, in accordance with ITB Clause 23.

32.3. No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

33. EXAMINATION OF TECHNO-COMMERCIAL BIDS

33.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2. During the evaluation of bids, the following definitions shall apply:

a) **"Deviation"** is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;

b) **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance

of the requirements specified in the Bidding Document; and

c) **"Omission"** is the failure to submit part or all of the information or documentation required in the Bidding Document.

33.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 20, to confirm that all requirements specified in Schedule of Supplies, have been met without any material deviation or reservation.

33.4. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall be rejected.

34. RESPONSIVENESS OF BIDS

34.1. The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.

34.2. A substantially responsive Bid is one that conforms to all the terms, conditions and technical specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or

b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

34.3. If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

35. NONCONFORMITIES, ERRORS AND OMISSIONS

35.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

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35.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

35.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

a) If there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 35.3 (a) and (b) above.

35.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

36. CONVERSION TO SINGLE CURRENCY

36.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening.

37. MARGINS OF PREFERENCES

37.1. A margin of preference may apply to domestic Goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

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38. DETAIL EVALUATION AND COMPARISON OF BIDS

38.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

38.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in this ITB Clause 38. No other criteria or methodology shall be permitted.

38.3. To evaluate a Bid, the Purchaser shall consider the following:

a) evaluation shall be done for Items or Lots, as specified in the BDS;

b) the Bid Price, as quoted in accordance with ITB Clause 16;

c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 35.3;

d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;

e) adjustments due to the application of the evaluation criteria specified in the BDS; and

f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 37, if applicable.

g) If required, the Purchaser may carry out the inspections of the Bidder's factories to assess the production and technical capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made.

38.4. The Purchaser's evaluation of a Bid shall exclude and not consider:

a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;

b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

38.5. The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the

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Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, the factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 38.3 (e).

38.6. If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combination is specified BDS.

38.7. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 34.

39. ABNORMALLY HIGH / LOW BIDS

39.1. An abnormally low bid is one where the bid price, in combination with other elements of the bid appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.

39.2. When the prices in a particular bid appear abnormally low or seriously unbalanced, the Purchaser shall revisit/ review its own estimated value. Based on the revised value, decision shall be taken to reject/ accept the abnormally low or high bids. The Procuring Agency /TEC shall seek written clarifications from the Bidder including detailed price analysis of its bid price in relation to the subject matter of the contract and any other requirements of the request for Bidding Documents.

39.3. If the Purchaser decides to accept the abnormally low bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security, to a maximum of 10% of the quoted amount in the form of BG/DD enforceable in any Bank of Bhutan. The Differential security shall be retained till the completion of the supplies.

39.4. If the prices of all the received bids are abnormally high then the Purchaser may negotiate with the lowest evaluated Bidder after approval of the Competent Authority. In case the negotiation fails, all bids may be rejected.

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40. PURCHASER'S RIGHT TO ACCEPT ANY BID, AND REJECT ANY OR ALL BIDS

40.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

41. AWARD CRITERIA

41.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. PURCHASER'S RIGHT TO VARY QUANTITIES

42.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43. NOTIFICATION OF AWARD (NoA)

43.1. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and may publish a Notification of Award on the Purchaser's website or relevant website.

43.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

43.3. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 45. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 23.4.

43.4. After the issuance of Notification of Award, unsuccessful Bidders within three (3) days may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. Where a request for debriefing has been received within the deadline, the Purchaser shall provide debriefing within five (5) days in writing to any unsuccessful Bidder.

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44. SIGNING OF CONTRACT

44.1. At the same time as notifying the successful Bidder in writing through NoA that it's Bid has been accepted, the Purchaser shall invite the successful Bidder for signing of Contract Agreement.

44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are required to submit performance security and sign the Contract Agreement.

44.3. Where the Contract is not signed by both parties in person:

a) The Purchaser shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;

b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Purchaser, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the Purchaser in the NoA;

c) The Contract shall become effective from the date of signing these documents;

d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

44.4. Notwithstanding ITB Sub-Clause 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the Goods, systems or services under the terms of the Contract.

45. PERFORMANCE SECURITY

45.1. Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 16, using any of the following forms:

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a) Unconditional bank guarantee in the form provided for in Section VI, Contract Forms.

b) Forms, or another form acceptable to the Purchaser, or

c) Banker's certified cheque/cash warrant, or

d) Demand draft.

e) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.

45.2. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Banks in Bhutan.

45.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

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SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

ITB	Particulars
1.1	The Purchaser is: **Bank of Bhutan, Corporate Office, Norzin Lam, Thimphu.** The scope of work is for Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of SAN Switches, Network Switches, Load Balancers & other Backup Software and Licenses for Disk to Disk Backup Solution in TCO (Total Cost of Ownership) over a 7-year basis.
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: Head, Procurement Address: Bank of Bhutan, Corporate Office, Norzin Lam Postal Code: 102 Phone number: 02-334333 Electronic mail: dupchen.lepcha@bob.bt and raju.tamang@bob.bt
8.3	Bid Clarification request will be received on or before: Date & Time: 27 October 2022 before 1700 Hours (BST) Clarification after the deadline shall not be accepted.
8.5	A pre-bid meeting **shall conduct, if necessary.**
11.1	The language of bid is: **English**

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12.1(i)	The Bidder shall submit with its Bid the following additional documents: The eligibility criteria to participate in bidding process are mentioned below. Only those Bidders, who fulfill the following all eligibilities criteria, are eligible to respond to this bidding process. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected. i. Copy of Valid trade License or other documents to prove the legal status and place of registration of the business. ii. Latest Tax Clearance Certificate; iii. Profile of the firm. iv. Audited financial statements for the last 3 years (Copy of the audited balance sheet of the company showing profit, net worth and turnover of the company for the consecutive last three financial years. In case of a sole proprietor bidders are required to furnish relevant tax document from competent authority. v. The Bidder may quote single lot or all the lots listed in the Bills of quantity. Evaluation shall be carried out lot wise. The bidder shall need to quote all the items under same LOT. Any item not quoted under same LOT shall be considered non-responsive and shall be directly rejected without further evaluation. vi. Certified engineer for proposed OEM equipment in their payroll. vii. Manufacturer Authorization (MAF) Letter from OEM , brochures and data sheets along with the proposal for each quoted product (viz. SAN Switches, Network Switches, Load Balancers, Backup Software / Solution, etc.) viii. Bidder shall register all the products in the name of Bank of Bhutan. Purchaser will verify with OEM during the evaluation to confirm its origination ix. Warranty period proof document; x. Any other relevant documents
15.1	Alternative Bids **shall not be permitted**.
16.3	The Bidder shall quote prices using any of the following Incoterm: **Latest Incoterm (DDP)**
16.3 (a) (iii) & (b) (i, ii,	The final supply, delivery, installation, configuration, commissioning, and maintenance is at BoB Office, DR (Phuentsholing) and DC (Thimphu), Bhutan.

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iii)	
16.5	Bids are being invited in Lot-wise. The Bidder may quote single lot or all the lots listed in the Bills of quantity under invitation. Evaluation shall be carried out lot wise. The bidder shall need to quote all the items under same LOT. Any item not quoted under same LOT shall be considered non-responsive and shall be directly rejected without further evaluation.
18.1	The prices quoted by the Bidder **shall not be adjustable.**
19.1	The Bidder shall quote in **BTN**
20.3	List of spare parts and its current price**: No required.**
21.1	Financial Capability The Bidder shall furnish documentary evidence that it meets the financial requirement(s): **Average annual turnover***:* Audited financial statements for the last 3 years (Copy of the audited balance sheet of the company showing profit, net worth and turnover of the company for the consecutive last three financial years. In case of a sole proprietor bidders are required to furnish relevant tax document from competent authority
21.2	**Experience and Technical Capacity** The Bidder shall furnish the documentary evidence as per the evaluation criteria. Failure to provide the evidence along with the bid shall be considered as non-responsive.
21.4(a)	Manufacturer's authorization Letter from OEM is **required.** Manufacturer Authorization (MAF) Letter from OEM , brochures and data sheets along with the proposal for each quoted product (viz. SAN Switches, Network Switches, Load Balancers, Backup Software / Solution, etc.)
21.4(b)	After sales maintenance, repair, spare parts stocking and related services **are required**.
21.4(c)	Joint Venture, Consortium (JV/C) Bids are permitted: **"Yes".**
22.1	The Bid validity period shall be **90 days from the last date of bid submission**
23.1 & 23.5	The Bidder shall furnish a bid security (EMD) as mentioned below; a. Total EMD shall be Nu. 1,710,000.00 (One Million Seven Hundred Ten Thousand) only - (if the bidder quotes all lots) b. If the bidder opts to quote one or more lot(s), then the EMD shall be the sum of all the

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	lots quoted by a particular bidder. The individual EMD lot-wise amount is as follows: 1. Lot I – SAN Switches for DC & DR – Nu. 430,000.00 (Four Hundred Thirty Thousand) only. 2. Lot II – TOR Switch for DC & DR – Nu. 520,000.00 (Five Hundred Twenty Thousand) only. 3. Lot III – TOR Switch UAT – Nu. 160,000.00 (One Hundred Sixty Thousand) only. 4. Lot IV – Management Switch for DC & DR – Nu. 40,000.00 (Forty Thousand) only. 5. Lot V – Load Balancer and Application Delivery Controller – Nu. 500,000.00 (Five Hundred Thousand) only. 6. Lot VI - Backup Software /Solution – Nu. 60,000.00 (Sixty Thousand) only. The bid security validity is for more than three months from the last date of submission. The bid security validity less than three month shall be considered non-responsive bid and will not evaluate further.
24.1&25.1	In addition to the original Bid, the number of copies is: **ONE *Copy***
25.2(b)	For bid submission purposes only, the Purchaser's address is: Head, Procurement BoB Corporate Head Office, Norzin Lam Thimphu, Bhutan, P/O No.: 102
25.8	Bidders **shall not** have the option of submitting their Bids electronically.
26.1	The deadline for the submission of Bid is: 02 November 2022 at 1430 Hours (BST)
29.1	The Bid Opening shall take place at: ▪ Address: BoB Corporate Head Office, Thimphu ▪ Date and Time: 02 November 2022 at 1500 Hours (BST)
37.1	A margin of 10% Domestic Preference **"shall not"** apply.
38.3 (a)	Evaluation shall be carried out lot wise. The bidder shall need to quote all the items under same LOT. Any item not quoted under same LOT shall be considered non-responsive and shall be directly rejected without further evaluation.

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Evaluation Criteria;

Sl. No.	Criteria	Particulars	Maximum %
1	Technical Compliance	Technical Bid (Details as per the technical specification)	40%
2	Price Schedule	Financial Bid	60%
		Total	**100%**

Financial Bid calculation Formula:

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

$$\text{Final Points in 60} = \text{Points in 100} \times 60\%$$

38.3(e) *** Technical Compliance Evaluation Criteria;**

#	Particulars	Firm 1			
		Complied (y)	Not - Complied (z)	Total (x)	Score in 40%
1	SAN Switches (DC &DR)				
2	SFP+ ToR Switch (DC & DR)				
3	ToR Switch (UAT)				
4	Management Switch (DC &DR)				
5	Load Balancer & Application Delivery Controller **(DC)**				
6	Backup Software (DC &DR)				
7	Warranty & Support (DC &DR)				

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	The technical score are proposed as under: **i) Technical Compliance score - 40%** $\text{Technical Compliance} = \frac{\text{Complied Specification (y)}}{\text{Total Specification (x)}} \text{ X } 40\%$ ***Note: each point on the technical compliance sheet (YES/NO) shall be converted into 40 percent.***
38.6	Bidders shall not be allowed to **quote prices for more than one.**
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract within 30 days of issuance of the Notification of Award/Letter of Acceptance.

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SECTION III BIDDING FORMS

Form I: Bidder's Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.

Date: ..... *[insert date (as day, month and year) of Bid submission]*

Tender No.: .....*[insert number of bidding process]*

1. Bidder's Legal Name: .....*[insert name]*	
2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: Not Applicable	
3. Bidder's or each member of JV/C 's Country of Registration: .... *[insert Country of Registration]*	
4. Bidder's or each member of JV/C 's Year of Registration: ..... *[insert year of registration]*	
5. Bidder's or each member of JV/C 's Legal Address in Country of Registration:..... ..... *[insert legal address]*	
6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: ..... *[insert Authorized Representative's name and identity No.]* Address: ..... *[insert Authorized Representative's address]* Telephone/mobile No.:..... *[insert Authorized Representative's contact No.]* E-mail Address: ..... *[insert Authorized Representative's email]*	
Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*	
☐	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
☐	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
☐	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
☐	Tax clearance certificates.

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Form II: Bid Submission Form

[*The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*]

Date: ..... ***[insert date of Bid submission]***
Tender No.: ..... ***[insert number]***
Alternative No.: ..... ***[insert number, if this Bid is for an alternative]***

To: ..... ***[insert complete name of the Purchaser]***

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ..... ***[insert the number and date of issue of each addendum];***

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the SCC the following Goods and Related Services: ..... [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: .... ***[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];***

(d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:..... ..... ***[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]***

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology: ..... ***[Specify in detail the methodology that shall be used to apply the discounts];***

(e) Our Bid shall be valid for a period of ..... ***[insert number]*** from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;

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(c) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;

(d) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]

(i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;

(j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

(k) We have read the ITB and GCC carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.

(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(m) we accept the Vendor Performance Management System.

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

Signed: _*[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____*[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____day of _____*[insert date of signing]*

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FORM III: BID SECURITY (IF BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

.....

[insert Bank's Name, and Address of Issuing Branch or Office]

Tender No.: .....

Beneficiary: ..... [Name and Address of Purchaser]

Date: .....

BANK GUARANTEE No.: .....

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

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid;

or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

_____ Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. *[signature(s)]*

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Form IV: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: ..... ***[insert date of Bid Submission]***

Tender No.: ..... ***[insert tender number]***

Alternative No.: .....***[insert identification No if this is a Bid for an alternative]***

To: ..... ***[insert complete name of the Purchaser]***

WHEREAS

We ..... ***[insert complete name of the Manufacturer],*** who are official manufacturers of ..... ***[insert type of Goods manufactured],*** having factories at ..... **[insert full address(es) of the Manufacturer's factory/ies],** do hereby authorize ..... ***[insert complete name of Bidder]*** to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely ..... ***[insert name and/or brief description of the Goods],*** and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with GCC Clause 28 with respect to the Goods offered by the above firm.

Signed: ..... ***[insert signature(s) of authorized representative(s) of the Manufacturer]***

Name:..... ***[insert complete name(s) of the authorized representative(s) of the Manufacturer]***

Title: ..... ***[insert title(s) of the authorized representative(s) of the Manufacturer]***

Duly authorized to sign this Authorization for and on behalf of ..... ***[insert complete name of the Bidder]***

Dated on the ..... ***[insert number]*** day of .....[***insert month],*** ..... ***[insert year].***

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Form V: integrity Pact Statement

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of employing agency/or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the Integrity Pact (IP).

1 General:

Whereas ..... representing the Bank of Bhutan, hereinafter referred to as the **"Employer"** on one part, and Mr./Mrs. ..... representing M/s. ....., 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, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

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

2.1 Enabling the Employer 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.

4. Commitments of the Employer:

The Employer Commits itself to the following: -

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4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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 Employer further confirms that its officials shall not favor 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 Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office 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 Employer 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, 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.

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) have observed or noticed or have 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:

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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, mis-representation, 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 De-barment 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.

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 *(place)* _____ on *(date)* _____

Affix Legal Stamp

EMPLOYER - .....

CID: | | | | | | | | | | | |

Affix Legal Stamp

BIDDER/REPRESENTATIVE- .....

CID: | | | | | | | | | | | |

Witness to

Employer:

Name: .....

CID: | | | | | | | | | | | |

Witness to Bidder:

Name: .....

CID: | | | | | | | | | | | |

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Form VI: PRICE SCHEDULE FORM

1. Annexure I - Price Schedule
2. Annexure II - AMC Schedule
3. Annexure III - Delivery Schedule

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Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications and Standards:

The **Detailed Technical Compliance**

A	**Location : Data Center Enviroment: Production**			
#	**Hardware**	**Details**	**QTY**	**Remarks**
1	**Storage**			
i	SAN Switch (with redundancy)	32 Gbps	2	New (*Details in Technical Speificaiton)
2	**Network**			
i	ToR Switch with redundancy	10G FCoE	2	New (*Details in Technical Speificaiton)
ii	Management Switch	1Gbps Base-T	1	New (*Details in Technical Speificaiton)
3	**Load Balancer**			
i	HW Load Balancer	Redundancy and should be able to host both internal as well as external through dedicated ports in HA	2	New
B	**Enviroment: UAT**			
#	**Hardware**	**Details**	**QTY**	**Remarks**
1	**Network**			
i	ToR Switch with redundancy	10Gbps 10 Base-T	2	New (*Details in Technical Speificaiton)
C	**Location : Disaster Recovery site Enviroment: Backup**			
#	**Hardware**	**Details**	**QTY**	**Remarks**
1	**Storage**			
i	SAN Switch (with redundancy)	32 Gbps	2	New (*Details in Technical Speificaiton)
2	**Network**			
i	ToR Switch with redundancy	10G FCoE	2	New (*Details in Technical Speificaiton)
ii	Management Switch	1Gbps Base-T	1	New (*Details in Technical Speificaiton)

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D	**Backup Software**			
#	Particulars	Details		Remarks
i	Backup Software	Enterprise license with at least front end 3 TB Capacity that shall allow backup and restore for an unlimited number of standalone servers, databases, virtualization partitions	2	New (*Details in Technical Speificaiton)
E	**Any Other Cost**			
ii	Any Other Cost			
iii	Any Other Cost			

	LOT I: SAN Switches (DC &DR)			
#	**Description**	**Required Specification**	**Firm 1**	
			Compliance	**Remarks / Bidders Response**
1	Type	To be mentioned by the bidder		
2	Model	To be mentioned by the bidder		
3	Country of Origin	To be mentioned by the bidder		
4	Quantity	**Five (4) Units, DC Two (2) Units, and DR Two (2) Units**		
5	ASIC Platform	SAN Switch should support next-generation application-specific integrated circuit (ASIC) platform		
6	Compatibility	The SAN switch should support Qlogic FC HBA Card (Oracle Part number: 7115460, Oracle Part Description: Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Qlogic) and and LC-LC FC cable (Oracle Part number: 7116225, Oracle Part Description: Optical		

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		cable: 10 meters, LC-LC, 50/125 diameter, OM4, LSZH, riser).		
7	Fiber channel ports	**For DC:** SAN Switch should be configured with Forty Eight (48) X 32Gbps SW SFP Transceiver and SAN Switch should be upgradeable up to minimum of 20% additional Ports in the future **For DR:** SAN Switch should be configured with Thirty (30) X 32Gbps SW SFP Transceiver and SAN Switch should be upgradeable up to minimum of 20% additional Ports in the future		
7	Characteristics of port	All port modules shall support hot-swappable Small Form Factor Pluggable (SFP) LC typed transceivers that are interchangeable for 4, 8, 16, 32 Gbps Fiber Channel ports.		
8	Zoning	SAN Switch should support Auto-zone, Smart Zoning, slow-drain detection and isolation, virtual SAN (VSAN) and Inter-VSAN routing (IVR), and fabric- wide quality of service enable migration from SAN islands to enterprise-wide storage networks		
9	Port features	SAN Switch shall support self-discovery of devices and auto negotiate to the speed of the device or the switch port connected.		
10	Management software and tools	SAN Switch should have advanced traffic-engineering and network security features such as IVR, QoS and zone-based QoS, Fibre Channel Security Protocol (FC-SP), port security, VSAN-based access control, and fabric binding for open systems.		
11	Protection from corruption	The switch should protect SAN and End devices from corrupted frames (inbuilt CRC and Slow Drain detection and Mitigation)		
12	Power Supply	Switches should be configured with redundant power supply		

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13	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
14	BOM	Should be attached with the technical offer		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

	LOT II: SFP + ToR Switch			
#	**Description**	**Required Specification**	**Firm 1**	
			Compliance	**Remarks / Bidders Response**
1	Quality / Certification	ISO, FCC, UL, CE or To be mentioned by the bidder		
2	Brand	Internationally reputed top Four (4) brand of Gartner Magic Quadrant Wired and Wireless LAN Access Infrastructure Report in 2021		
3	Model	To be mentioned by the bidder		
4	Country of Origin	USA or EU		
5	Quantity	Six(6) Units, (Two For DC, Two For DR and Two for UAT)		
6	Country of Assemble / Manufacture	To be mentioned by the bidder		
7	Environmental	Maintain International Quality Environmental Safety standard		
8	Enclosure Type	Rack mountable Modular Chassis		
	Compatibility	TOR switch (10G SFP+ module based LAN switch) should support Oracle provided passive splitter cable (Oracle Part Number: X2127A-10M and Oracle Part Description:		

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		Optical splitter cable assembly: 10 meters, MT ferrule terminated, 12-fiber to 4x2-fiber, multimode, MPO to 4 LC connectors).		
9	Architecture	**DC:** The Switch should be configured with minumum Sixty (60) X 10Gbps SFP+ Port populated with multimode fiber transceiver and 2 x 40/100-Gbps ports from day 1. The Switch should be upgradeable up to minimum of 20% additional Ports in the future without any hardware or license change **DR** The Switch should be configured with minumum Thirty Six (36) X 10Gbps SFP+ Port populated with multimode fiber transceiver and 2 x 40/100-Gbps ports from day 1. The Switch should be upgradeable up to minimum of 20% additional Ports in the future without any hardware or license change		
		The Switch should have redundant power supplies and modular fans providing redundancy from Day 1.		
		Switch should have console port, management interface for Out of Band Management		
		Shall have USB 2.0 for OS Management (uploading, downloading & booting of OS and Configuration)		
		Shall have Multicore CPU Architecture.		
		Shall have at least 24 GB of memory for storing OS and other Logs.		
		The switch should be rack mountable and should not take space more than 2 Rack Unit for DC and 1 Rack unit for DR and UAT		
10	Switch Performance	The Switch should have at least 7.1 Tbps of non-blocking switching bandwidth for DC and 3.3 Tbps of non-blocking switching bandwidth for DR & UAT		
		The switch should have at least 2.3 bpps of forwarding rate for DC and 1.2 bpps of		

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		forwarding rate for DR & UAT .		
		The Switch should support at least 256000 MAC Addresses for DC and 512000 MAC addresses for DR and UAT.		
		The Switch should support at least 128000 multicast routes.		
		The Switch should support at least 3900 VLAN ID's		
11	Layer 3 Features	The switch should have static Routing protocols such as RIP.		
		The switch should support IPv6 & IPv4.		
		The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighbouring device giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems.		
		The switch should support centralized VLAN Management; VLANs created on the		
		core switch should be propagated automatically.		
		The switch should support 802.1 d, 802.1 s, 802.1 w Spanning-Tree & its		
		Enhancement for fast convergence.		
		The switch should support 802.1 Q VLAN encapsulation.		
12	Layer 2 Features	The Switch should be able to discover the neighbouring device of the same		
		vendor giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems		
		Should support Local Proxy or Address Resolution Protocol.		
		The switch shall have an intelligent feature to allow unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected and disabled on fiber-optic interfaces.		
		Support Dynamic Trunking Protocol (DTP).		

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		Support Link Aggregation Control Protocol (LACP) allows the creation of Ethernet channelling with devices that conform to IEEE 802.3ad.		
		Support UDLD and Aggressive UDLD protocol		
		Support (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping.		
		Support Per-Port Broadcast, Multicast, and Unicast Storm Control.		
		Support VLAN Trunking Protocol (VTP)		
		Support RSPAN		
		Support (BPDU) Guard & STRG		
		Support Dynamic VLAN Assignment		
		Support Flexlink provides link redundancy& VLAN Flex Link load-balancing		
		Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple		
		Spanning Tree Protocol (MSTP)		
		Support Per-VLAN Rapid Spanning Tree (PVRST+)		
		Support Switch-Port Autorecovery		
13	Network Security Features	The switch should have Port security to secure the access to an access or trunk port based on MAC address to limit the number of learned MAC addresses to deny MAC address flooding		
		The switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server and sending out rogue addresses		
		The switch should support Dynamic ARP inspection (DAI) to ensure user integrity by preventing malicious users from exploiting the insecure nature of ARP.		
		The switch should support IP source guard to prevent a malicious user from		
		spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN		

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		The switch should support Unicast Reverse Path Forwarding (RPF) feature to mitigate problems caused by the introduction of malformed or forged (spoofed) IP source addresses into a network by discarding IP packets that lack a verifiable IP source address		
		The switch should support Private VLANs to restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a non-broadcast multi-access like segment to provide security & isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic		
14	Network Security Features	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network		
		The switch should support VLAN ACLs on all VLANs prevent unauthorized data flows from being bridged within VLANs		
		The switch should support IPv6 ACLs that can be applied to filter IPv6 traffic		
		The switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports		
		The switch should support TACACS and RADIUS authentication to facilitate centralized control of the switch and restricts unauthorized users from altering the configuration		
		The switch should support Multi level security on console access to prevent unauthorized users from altering the switch configuration		
		The switch should support Spanning Tree Root Guard (STRG) to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root		

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		nodes		
		The Switch should support DHCP v6 guard, IP v6 Snooping to prevent any Man-in-middle attack.		
		Switch should support port security, DHCP snooping, ARP inspection, IP source guard		
		The switch should support for comprehensive policy management capabilities using RADIUS Change of Authorization		
		The switch should also provide support for Private VLAN Edge.		
		Support Multi-domain Authentication.		
		Support Port-Based ACLs		
		Support Secure Shell (SSH) Protocol		
		Support TACACS+ and RADIUS Authentication		
		Support MAC address Notification		
		Support Multilevel Security on Console Access		
		Switch platform should support MAC Sec (802.1AE) encryption in hardware		
		Switch should support Segment Routing and Layer 3 VPN over Segment Routing from Day-1.		
		Both SAN and TOR switches should have same type of Operating System		
		Switch must support FCOE, FC-NPV and FCoE-NPV		
		Switch must support 800K IP Routes		
15	Quality of Services	The Switch should be capable of Queuing, Policing, Shaping and marking Wired		
		Traffic based on Class of Service (CoS) or DSCP		
		The switch should support IP SLA feature set to verify services guarantee based on business critical IP Applications		
		The switch should support Auto QoS for certain device types and enable egress queue configurations		

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		The switch should support 802.1 p CoS and DSCP Field classification using marking and reclassification on a per-packet basis by source and destination IP address, MAC address, or Layer 4 Transmission Control Protocol/User Datagram Protocol (TCP / UDP) port number		
		The switch should support shaped round robin (SRR) scheduling to ensure differential prioritization of packet flows by intelligently servicing the ingress queues and egress queues. Weighted tail drop (WTD) to provide congestion avoidance at the ingress and egress queues before a disruption occurs. Strict priority queuing to ensure that the highest priority packets are serviced ahead of all other traffic.		
		The Switch should support Rate limiting based on source and destination IP address, source and destination MAC address, Layer 4 TCP/UDP information, or any combination of these fields, using QoS ACLs (IP ACLs or MAC ACLs), class maps, and policy maps		
		The Switch should support egress queues per port for wired traffic to enable differentiated management of different traffic types across the stack for wired traffic		
16	Manageability	The switch shall allow administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network		
		The management feature shall have ease of troubleshooting by identifying the physical path that a packet takes from source to destination		
		Shall provide for Embedded Remote Monitoring (RMON) software agent supporting four RMON groups (History, Statistics, Alarms and Events) for enhanced traffic management, monitoring, and analysis Web browser setup utility allows one-click		

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		initialization for IP addresses and passwords.		
		Shall provide support for TFTP (Trivial File transfer protocol) for the easy software upgrades on the network		
		Auto-configuration for ease of deployment of switches in the network by automatically configuring multiple switches across a network via a boot server		
		Auto-negotiating on all ports automatically selects half- or full-duplex		
		transmission mode to optimize bandwidth		
		Auto Smartports provide automatic configuration as devices connect to the		
		switch port, allowing auto detection and plug and play of the device onto the network		
		Support four RMON groups (history, statistics, alarms, and events)		
		Support SNMPv1, v2c, and v3		
16	BOM	Should be attached with the technical offer		
17	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

	LOT III: ToR Switch (UAT)			
#	**Description**	**Required Specification**	**Firm 1**	
			Compliance	**Remarks / Bidders Response**
1	Quality / Certification	ISO, FCC, UL, CE or To be mentioned by the bidder		

2	Brand	Internationally reputed top Four (4) brand of Gartner Magic Quadrant Wired and Wireless LAN Access Infrastructure Report in 2021		
3	Model	To be mentioned by the bidder		
4	Country of Origin	USA or EU		
5	Quantity	Two (2)		
6	Country of Assemble / Manufacture	To be mentioned by the bidder		
7	Environmental	Maintain International Quality Environmental Safety standard		
8	Enclosure Type	Rack mountable Modular Chassis		
9	Architecture	The Switch should be configured with minumum Twenty Four (24) X 10Gbps 10 Base-T port from day 1 and should be upgradeable up to minimum of 20% additional Ports in the future without any hardware or license change		
		The Switch should have redundant power supplies and modular fans providing redundancy from Day 1.		
		Switch should have console port, management interface for Out of Band Management		
		Shall have USB 2.0 for OS Management (uploading, downloading & booting of OS and Configuration)		
		Shall have Multicore CPU Architecture.		
		Shall have at least 24 GB of memory for storing OS and other Logs.		
		The switch should be rack mountable and should not take space more than 2 Rack Unit for DC and 1 Rack unit for DR and UAT		
10	Switch Performance	The Switch should have at least 7.1 Tbps of non-blocking switching bandwidth for DC and 3.3 Tbps of non-blocking switching bandwidth for DR & UAT		
		The switch should have at least 2.3 bpps of forwarding rate for DC and 1.2 bpps of		

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		forwarding rate for DR & UAT .		
		The Switch should support at least 256000 MAC Addresses for DC and 512000 MAC addresses for DR and UAT.		
		The Switch should support at least 128000 multicast routes.		
		The Switch should support at least 3900 VLAN ID's		
11	Layer 3 Features	The switch should have static Routing protocols such as RIP.		
		The switch should support IPv6 & IPv4.		
		The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighbouring device giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems.		
		The switch should support centralized VLAN Management; VLANs created on the		
		core switch should be propagated automatically.		
		The switch should support 802.1 d, 802.1 s, 802.1 w Spanning-Tree & its		
		Enhancement for fast convergence.		
		The switch should support 802.1 Q VLAN encapsulation.		
12	Layer 2 Features	The Switch should be able to discover the neighbouring device of the same		
		vendor giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems		
		Should support Local Proxy or Address Resolution Protocol.		
		The switch shall have an intelligent feature to allow unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected and disabled on fiber-optic interfaces.		
		Support Dynamic Trunking Protocol (DTP).		

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		Support Link Aggregation Control Protocol (LACP) allows the creation of Ethernet channelling with devices that conform to IEEE 802.3ad.		
		Support UDLD and Aggressive UDLD protocol		
		Support (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping.		
		Support Per-Port Broadcast, Multicast, and Unicast Storm Control.		
		Support VLAN Trunking Protocol (VTP)		
		Support RSPAN		
		Support (BPDU) Guard & STRG		
		Support Dynamic VLAN Assignment		
		Support Flexlink provides link redundancy& VLAN Flex Link load-balancing		
		Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple		
		Spanning Tree Protocol (MSTP)		
		Support Per-VLAN Rapid Spanning Tree (PVRST+)		
		Support Switch-Port Autorecovery		
13	Network Security Features	The switch should have Port security to secure the access to an access or trunk port based on MAC address to limit the number of learned MAC addresses to deny MAC address flooding		
		The switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server and sending out rogue addresses		
		The switch should support Dynamic ARP inspection (DAI) to ensure user integrity by preventing malicious users from exploiting the insecure nature of ARP.		
		The switch should support IP source guard to prevent a malicious user from		
		spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and		

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		VLAN		
		The switch should support Unicast Reverse Path Forwarding (RPF) feature to mitigate problems caused by the introduction of malformed or forged (spoofed) IP source addresses into a network by discarding IP packets that lack a verifiable IP source address		
		The switch should support Private VLANs to restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a non-broadcast multi-access like segment to provide security & isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic		
14	Network Security Features	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network		
		The switch should support VLAN ACLs on all VLANs prevent unauthorized data flows from being bridged within VLANs		
		The switch should support IPv6 ACLs that can be applied to filter IPv6 traffic		
		The switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports		
		The switch should support TACACS and RADIUS authentication to facilitate centralized control of the switch and restricts unauthorized users from altering the configuration		
		The switch should support Multi level security on console access to prevent unauthorized users from altering the switch configuration		

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		The switch should support Spanning Tree Root Guard (STRG) to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes		
		The Switch should support DHCP v6 guard, IP v6 Snooping to prevent any Man-in-middle attack.		
		Switch should support port security, DHCP snooping, ARP inspection, IP source guard		
		The switch should support for comprehensive policy management capabilities using RADIUS Change of Authorization		
		The switch should also provide support for Private VLAN Edge.		
		Support Multi-domain Authentication.		
		Support Port-Based ACLs		
		Support Secure Shell (SSH) Protocol		
		Support TACACS+ and RADIUS Authentication		
		Support MAC address Notification		
		Support Multilevel Security on Console Access		
		Switch platform should support MAC Sec (802.1AE) encryption in hardware		
		Switch should support Segment Routing and Layer 3 VPN over Segment Routing from Day-1.		
		Both SAN and TOR switches should have same type of Operating System		
		Switch must support FCOE, FC-NPV and FCoE-NPV		
		Switch must support 800K IP Routes		
15	Quality of Services	The Switch should be capable of Queuing, Policing, Shaping and marking Wired		
		Traffic based on Class of Service (CoS) or DSCP		
		The switch should support IP SLA feature set to verify services guarantee based on		

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		business critical IP Applications		
		The switch should support Auto QoS for certain device types and enable egress queue configurations		
		The switch should support 802.1 p CoS and DSCP Field classification using marking and reclassification on a per-packet basis by source and destination IP address, MAC address, or Layer 4 Transmission Control Protocol/User Datagram Protocol (TCP / UDP) port number		
		The switch should support shaped round robin (SRR) scheduling to ensure differential prioritization of packet flows by intelligently servicing the ingress queues and egress queues. Weighted tail drop (WTD) to provide congestion avoidance at the ingress and egress queues before a disruption occurs. Strict priority queuing to ensure that the highest priority packets are serviced ahead of all other traffic.		
		The Switch should support Rate limiting based on source and destination IP address, source and destination MAC address, Layer 4 TCP/UDP information, or any combination of these fields, using QoS ACLs (IP ACLs or MAC ACLs), class maps, and policy maps		
		The Switch should support egress queues per port for wired traffic to enable differentiated management of different traffic types across the stack for wired traffic		
16	Manageability	The switch shall allow administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network		
		The management feature shall have ease of troubleshooting by identifying the physical path that a packet takes from source to destination		

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		Shall provide for Embedded Remote Monitoring (RMON) software agent supporting four RMON groups (History, Statistics, Alarms and Events) for enhanced traffic management, monitoring, and analysis Web browser setup utility allows one-click initialization for IP addresses and passwords.		
		Shall provide support for TFTP (Trivial File transfer protocol) for the easy software upgrades on the network		
		Auto-configuration for ease of deployment of switches in the network by automatically configuring multiple switches across a network via a boot server		
		Auto-negotiating on all ports automatically selects half- or full-duplex		
		transmission mode to optimize bandwidth		
		Auto Smartports provide automatic configuration as devices connect to the		
		switch port, allowing auto detection and plug and play of the device onto the network		
		Support four RMON groups (history, statistics, alarms, and events)		
		Support SNMPv1, v2c, and v3		
16	BOM	Should be attached with the technical offer		
17	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

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	LOT IV: Management Switch			
#	Description	Required Specification	Firm 1	
			Compliance	Remarks / Bidders Response
1	Quality / Certification	ISO, FCC, UL, CE or To be mentioned by the bidder		
2	Brand	Internationally reputed top Four (4) brand of Gartner Magic Quadrant Wired and Wireless LAN Access Infrastructure Report in 2020		
3	Model	To be mentioned by the bidder		
4	Country of Origin	USA or EU		
5	Quantity	**Two (2) Units, (One For DC and One For DR)**		
6	Country of Assemble / Manufacture	To be mentioned by the bidder		
7	Environmental	Maintain International Quality Environmental Safety standard		
8	Enclosure Type	Rack mountable		
9	Architecture	**DC:** The Switch should be configured with minumum Thirty Two (32) X 1Gbps Ethernet Rj45 ports and 1 network module slot for future expansion of 1G/10G ports from day 1 and should be upgradeable up to minimum of 20% additional Ports in the future without any hardware or license change **DR** The Switch should be configured with minumum Twenty Four (24) X 1Gbps Ethernet Rj45 ports and 1 network module slot for future expansion of 1G/10G ports from day 1 and should be upgradeable up to minimum of 20% additional Ports in the future without any hardware or license change		

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		The Switch should have redundant power supplies and modular fans providing redundancy from Day 1.		
		The Switch should support Stacking technology with Stack Power capabilities.		
		The Switch Architecture should be able to stack at least 8 switches in a single stack.		
		The Switch stack should be based on Distributed forwarding Architecture, where in each stack member forwards its own information on network.		
		The Switch Stack Architecture should support centralized control and Management plane with Active Switch and all the information should be synchronized with Standby Switch.		
		The Switch should support Stateful Switchover when switching over from Active to Standby switch in a Stack		
		The Switch Stack Architecture should be Plug & Play for attaching or removing any switch from the stack without any downtime.		
		Shall have RJ-45 & Mini USB Console Ports for Management		
		Shall have USB 2.0 for OS Management (uploading, downloading & booting of OS and Configuration)		
		Shall have Multicore CPU Architecture.		
		Shall have at least 16 GB of Flash for storing OS and other Logs.		
		Shall have at least 8 GB of DRAM.		
		Shall have at least 1 10/100/1000 dedicated Ethernet Management Port.		
		The switch should be rack mountable and should not take space more than 1 Rack Unit.		
	Switch Performance	The switch should have at least 150 Mpps of forwarding rate.		
		The Switch should support 480 Gbps Stack Bandwidth.		

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		The Switch should support at least 32000 MAC Addresses.		
		The Switch should support at least 4000 IPv4 routes.		
		The Switch should support at least 4000 VLAN ID's & 1000 Switched Virtual Interface's.		
		The Switch support 9198 bytes of Jumbo Frames.		
		Shall support 16,000 flows to have full visibility of traffic to identify users and user		
		traffic flows in order to identify potential attackers.		
11	Layer 3 Features	The switch should have static Routing protocols such as RIP.		
		The switch should have basic IP Unicast routing protocols (static, RIP v1 & RIP v2), BGP, OSPF.		
		The switch should support IP v6 & IP v4 Policy Based Routing (PBR).		
		The Switch should be able to discover (on both IP v4 & IP v6 Network) the neighbouring device giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems.		
		The switch should support Detection of Unidirectional Links (in case of fiber cut) and to disable them to avoid problems such as spanning-tree loops.		
		The switch should support centralized VLAN Management; VLANs created on the core switch should be propagated automatically.		
		The switch should support 802.1 d, 802.1 s, 802.1 w Spanning-Tree & its Enhancement for fast convergence.		
		The switch should support 802.1 Q VLAN encapsulation.		
		The switch should support 802.3 ad (LACP) to combine multiple network links for		

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		increasing throughput and providing redundancy.		
		The switch should have IOT integration like AVB, PTP, CoAP or similar type of featues		
12	Layer 2 Features	The Switch should be able to discover the neighbouring device of the same vendor giving the details about the platform, IP Address, Link connected through etc., thus helping in troubleshooting connectivity problems		
		Should support Local Proxy or Address Resolution Protocol.		
		The switch shall have an intelligent feature to allow unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected and disabled on fiber-optic interfaces.		
		Support Dynamic Trunking Protocol (DTP).		
		Support Port Aggregation Protocol (PAgP) automates the creation of Fast		
		EtherChannel groups or Gigabit EtherChannel groups to link to another switch, router or server.		
		Support Link Aggregation Control Protocol (LACP) allows the creation of Ethernet channelling with devices that conform to IEEE 802.3ad.		
		Support UDLD and Aggressive UDLD protocol		
		Support (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping.		
		Support Per-Port Broadcast, Multicast, and Unicast Storm Control.		
		Support Voice VLAN.		
		Support VLAN Trunking Protocol (VTP)		
		Support RSPAN		
		Support (BPDU) Guard & STRG		
		Support Dynamic VLAN Assignment		
		Support Flexlink provides link redundancy& VLAN Flex Link load-balancing		

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		Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)		
		Support Per-VLAN Rapid Spanning Tree (PVRST+)		
		Support Switch-Port Autorecovery		
		Support Cross Stack QOS		
13	Network Security Features	The switch should have Port security to secure the access to an access or trunk port based on MAC address to limit the number of learned MAC addresses to deny MAC address flooding		
		The switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server and sending out rogue addresses		
		The switch should support Dynamic ARP inspection (DAI) to ensure user integrity by preventing malicious users from exploiting the insecure nature of ARP.		
		The switch should support IP source guard to prevent a malicious user from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN		
		The switch should support Unicast Reverse Path Forwarding (RPF) feature to mitigate problems caused by the introduction of malformed or forged (spoofed) IP source addresses into a network by discarding IP packets that lack a verifiable IP source address		
		The switch should support Bidirectional data support on the SPAN port to allow the intrusion detection system (IDS) to take action when an intruder is detected		
		The switch should support flexible & multiple authentication mechanism, including 802.1 X, MAC authentication bypass, and web authentication using a		

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		single, consistent configuration		
		The switch should support RADIUS change of authorization and downloadable Access		
		List for comprehensive policy management capabilities.		
		The switch should support Private VLANs to restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a non-broadcast multi-access like segment to provide security & isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic		
		The switch should support Multi-domain authentication to allow an IP phone and a PC to authenticate on the same switch port while placing them on appropriate voice and data VLAN		
		The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network		
		The switch should support IGMP filtering to provide multicast authentication by filtering out nonsubscribers and limits the number of concurrent multicast streams available per port		
		The switch should support VLAN ACLs on all VLANs prevent unauthorized data flows from being bridged within VLANs		
		The switch should support IPv6 ACLs that can be applied to filter IPv6 traffic		
		The switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports		
		The switch should support Secure Shell (SSH) Protocol, Kerberos, and Simple Network		

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		Management Protocol Version 3 (SNMPv3) to provide network security by encrypting administrator traffic during Telnet and SNMP sessions		
		The switch should support TACACS and RADIUS authentication to facilitate centralized control of the switch and restricts unauthorized users from altering the configuration		
		The switch should support Multi level security on console access to prevent unauthorized users from altering the switch configuration		
		The switch should support Spanning Tree Root Guard (STRG) to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes		
		The Switch should support DHCP v6 guard, IP v6 Snooping to prevent any Man-in-middle attack.		
		The Switch should support Dynamic VLAN, Downloadable ACLs, Multi-Auth VLAN		
		Assignment, MAC Based Filtering & Web Authentication security mechanism.		
		Switch should support port security, DHCP snooping, ARP inspection, IP source guard		
		Switch should support flexible multiple authentication using 802.1x, MAC		
		Authentication bypass, WEB authentication		
		The switch should support for comprehensive policy management capabilities using RADIUS Change of Authorization		
		The switch should Support 802.1x		
		The switch should also provide support for Private VLAN Edge.		
		Support Multi-domain Authentication.		
		Support Port-Based ACLs		
		Support Secure Shell (SSH) Protocol		
		Support TACACS+ and RADIUS		

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		Authentication		
		Support MAC address Notification		
		Support Multilevel Security on Console Access		
14	Quality of Services	The Switch should be capable of deploying QoS policies at multiple levels based on AP, Radio, SSID & clients who are directly connected to the switch		
		The Switch should be capable of Downloading Downloadable Access List from network security engine based on user identity		
		The Switch should be capable of Queuing, Policing, Shaping and marking Wired Traffic based on Class of Service (CoS) or DSCP		
		The switch should support IP SLA feature set to verify services guarantee based on business critical IP Applications		
		The switch should support Auto QoS for certain device types and enable egress queue configurations		
		The switch should support 802.1 p CoS and DSCP Field classification using marking and reclassification on a per-packet basis by source and destination IP address, MAC address, or Layer 4 Transmission Control Protocol/User Datagram Protocol (TCP / UDP) port number.		
		The switch should support shaped round robin (SRR) scheduling to ensure differential prioritization of packet flows by intelligently servicing the ingress queues and egress queues. Weighted tail drop (WTD) to provide congestion avoidance at the ingress and egress queues before a disruption occurs. Strict priority queuing to ensure that the highest priority packets are serviced ahead of all other traffic.		
		The Switch should support Rate limiting based on source and destination IP address, source and destination MAC address, Layer		

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		4 TCP/UDP information, or any combination of these fields, using QoS ACLs (IP ACLs or MAC ACLs), class maps, and policy maps		
		The Switch should support Eight egress queues per port for wired traffic to enable differentiated management of different traffic types across the stack for wired traffic		
15	Manageability	The switch shall allow administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network		
		The management feature shall have ease of troubleshooting by identifying the physical path that a packet takes from source to destination		
		Shall provide for Embedded Remote Monitoring (RMON) software agent supporting four RMON groups (History, Statistics, Alarms and Events) for enhanced traffic management, monitoring, and analysis Web browser setup utility allows one-click initialization for IP addresses and passwords.		
		Shall provide support for TFTP (Trivial File transfer protocol) for the easy software upgrades on the network		
		Auto-configuration for ease of deployment of switches in the network by automatically configuring multiple switches across a network via a boot server		
		Auto-sensing on each non-GBIC port detects the speed of the attached device and automatically configures the port for 10-, 100-, or 1000-Mbps operation, easing the deployment of the switch in mixed 10, 100, and 1000 BaseT environments		
		Auto-negotiating on all ports automatically selects half- or full-duplex transmission mode to optimize bandwidth		

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		Auto Smartports provide automatic configuration as devices connect to the switch port, allowing auto detection and plug and play of the device onto the network		
		Support Stacking Master Configuration Management		
		Support four RMON groups (history, statistics, alarms, and events)		
		Support SNMPv1, v2c, and v3		
16	BOM	Should be attached with the technical offer		
17	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

	LOT V: Load Balancer & Application Delivery Controller			
#	**Description**	**Required Specification**	**Firm 1**	
			Compliance	**Remarks / Bidders Response**
1	Brand	To be mentioned by the bidder		
2	Model	To be mentioned by the bidder		
3	Country of origin	U.S or EU		
4	Manufacturing Country	To be mentioned by the bidder		
5	Quantity	02 (Two)		
6	Solution Architecture Requirement	The proposed solution have to perform as a dedicated appliance-based Next Generation Load Balancer considering as Data Center		

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		Application Delivery Controller. Relevant solutions should be on single OS and Hardware platform.		
		The solution must support both Forward Proxy and Reverse proxy mode as a full proxy (Forward Proxy & Reverse Proxy) architecture to control separate user sessions and separate application sessions on ingress and egress point for more control and complete visibility of security on layer 3 to Layer 7.		
		The solution must support both Forward Proxy and Reverse proxy mode as a full proxy for HTTP1.1 & HTTP/2 based application traffic.		
		Support IPv6 for Reverse Proxy deployments and It should also support IPv4 to IPv6 and IPv6 to IPv4 Dual Stack communication to reduce IPv6 Deployment complexity.		
		Proposed device must support multi-tenancy with partitions based on purpose-built isolation mechanism of the tenants at the device level. The proposed solution should support minimum 8 tenants/guests in isolated environments which can be upgraded up to 24 tenants/guests.		
		The solution should support VXLAN functionality for Data Center SDN integration with IPv6 VXLAN multipoint tunnels.		
7	Appliance Resource	The appliance should have minimum 128 GB DDR memory or higher.		
		The appliance should have minimum one 1 TB SSD drives.		
		The proposed system must have redundant power supply from Day 1.		
		The proposed solution should have minimum 8 x 25G/10G SFP28/SFP+ ports and 2 x 100G/40GE QSFP+ ports with transceiver from day 1. Bidder has to propose 8 x 10 GE SR SFP+ modules for each appliance. All the SFP module should be OEM original SFP.		
		The solution should have a dedicated out-of-band Ethernet management port.		

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		The proposed appliance should support 2.5M L7 request per second		
		The proposed appliance should support L7 throughput of 60 Gbps and L4 throughput of 95 Gbps		
		The proposed appliance should support minimum 75 Million L4 concurrent connections from day 1.		
		The proposed appliance should support 18 million L4 HTTP request per second from day 1		
		The proposed appliance should support 35 Gbps of SSL based hardware offloading throughput from day1		
		The SSL encryption & decryption process must be hardware-based processor for acceleration.		
		The proposed appliance must support minimum SSL CPS of 60K with RSA 2048-bit keys and SSL CPS of 30K ECDSA P-256-bit keys from day 1		
		The proposed appliance must have minimum 35 Gbps Hardware-based compression throughput for HTTP traffic		
8	Load Balancing Features	The solution must have application level load balancing including the ability to act as HTTP 2.0 Proxy.		
		The solution must have TLSv1.0, TLSv1.1 and TLSv1.2 and TLSv1.3 on both Client and Server side.		
		The solution must have full proxy architecture with HTTP Keep-Alive to allow the load balancer system to minimize the number of server-side TCP connections by making existing connections available for reuse by other clients for TCP optimization.		
		The solution must have server load balancing algorithms like (but not limited to) round robin, weighted round robin, least connection, Persistent IP, Hash IP, hash Cookie, consistent hash IP, shortest response, proximity, SNMP, SIP session ID, hash header, Observed, Predictive, Least session, least connections, super http, least latency, weighted round robin and TCL		

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		based script for customized algorithm etc.		
		The solution must have the capability to distribute traffic efficiently while ensuring high application availability. It shall monitor server health to determine that application servers are not only reachable but alive. If the Load Balancer detects issues, it shall automatically remove downed servers from the server pool and rebalance traffic among the remaining servers.		
		The solution must support TLSv1.1 and TLSv1.2 and TLSv1.3.		
		The solution must have the capability to improve the user's experience by increasing server response time. Shall support Caching web content that saves network bandwidth requirements and reduce loads on backend web servers.		
		The solution must have ICAP integration with other security devices for file scanning.		
		The solution must have script-based functions support for content inspection, traffic matching and monitoring of HTTP, XML, generic TCP. Load balancer should support Policies to customize new features in addition to existing feature/functions of load balancer		
		The Load Balancer Shall have full traffic control and be able to route requests to servers based on region, device, browser, or a number of other factors. This enables organization to deliver customized application responses to users.		
		To maximize outbound bandwidth, the Load Balancer shall automatically compress content to minimize network traffic between application servers and the end user.		
		The proposed solution must be able to perform TCP multiplexing and TCP optimization, SSL Offloading with SSL persistency mirroring, HTTP		

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		Compression, caching etc. in active-passive mode. All the feature should be enabled in Full-Proxy Mode.		
		The solution must have the capability of Rate shaping & QoS Support to optimize and handle heavy Layer 4 through 7 traffic loads while delivering Latency Sensitive Applications		
		There must be minimal impact on the existing web applications and the network architecture when deploying or removing the solution from network.		
		The solution should support HA Architecture i.e. Active/Active and Active/Backup through redundancy.		
9	Dashboard	The solution should provide HTTPS interface management for administering the device.		
		The solution should provide SSH interface management for administering the device.		
		The solution should provide online troubleshooting and traffic analysis tool where customer can take snapshot of appliance config and upload it on OEM's web based diagnostic tool to check the health and vulnerability of appliance with recommended solution provided on knowledge base link.		
		The solution must support the following authentication mechanism for accessing the solution management UI: a. In-built authentication in the solution b. LDAP c. RADIUS authentication		
		The solution support role-based admin access with roles like no access, Guest, Operator, Application editor, Resource Administrator and Administrator.		

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		The solution must have an integrated dashboard containing various features of alert and report generation including: a. CPU Usage b. Memory Usage c. Connections Statistics d. Throughput Statistics e. Virtual Server Status f. Pool Status g. Node Status		
		The Solution should provide the application and network visibility and reporting with below metrics and entity for each application: a. Client IP addresses / subnets as well as geographical regions b. Total Transactions as well as Average and Max Transactions/sec c. Most commonly requested URLs d. Server Latency and Page Load times e. Virtual Server and Pool server performance f. Page Load Time g. Response code h. OS and Browser i. URL details		
		The solution should provide online troubleshooting and traffic analysis tool where customer can take snapshot or on device packet captures on appliance config and upload it on OEM's web based diagnostic tool to check the health and vulnerability of appliance with recommended solution provided on knowledge base link.		
10	Configuration, Visibility & Reporting	The Solution should provide a catalog of application service templates to quickly configure and rapid roll out new app services. It also supports replicate existing service templates and modification.		
		The Solution must monitor the health, security, and performance of applications through application wise visibility dashboards and analytics.		

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		The solution should capable to configure and deploy Security policies consistently from central management across geographically distributed devices and troubleshoot any session or authentication failures and denied sessions using the new troubleshooting dashboards.		
		Administrator can view and compare policies and push changes to multiple security devices from a centralized location and able to monitor the efficacy of security policies to see which security policies are triggered most often and how the polices are affected by changes in network traffic.		
		The solution should have granular role-based access so that particular team or person can have view only access or editable access on load balancer as per application and network requirement. It should allow administrators to define roles and assign permissions over configuration objects and tasks to those roles.		
		The proposed soluiton should have event logging to ease elasticsearch based searching of system event logs, and provides a way to obtain useful insights regarding the activity on applications and/or servers to measure the performance and security.		
		The solution should integrate with syslog to work with any solution and support known log formats.		
		The solution must provide pre-packaged reporting capabilities out-of-the-box without user intervention/further configuration.		
		The solution must have the functionality within the UI out-of-the-box that enables the administrator to create customized report on demand.		
		The solution should support integration with SIEM tools like ArcSight, Splunk or any other SIEM tool.		

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		The solution must support generation of reports with data analysis graphical views. Also, the report should be formatted depending on various requirements like executive summary, detailed analysis report etc.		
		The solution must support automatic reports generation based on a defined schedule.		
		Should support Log Aggregation and High-speed logging		
		The solution should support password policy check for administrators who manage the solution.		
		It should be possible to specify different authorization policies for different parts of the websites, post authentication.		
		The reports must be distributed via email on demand and automatically (on schedule) with PDF or CSV formats.		
11	Gartner Report for ADC	OEM should be in the Gartner's Leaders Quadrant report for Load Balancers / Application Delivery Controllers as per the latest report.		
12	Certifications	The OEM/Manufacturer should have ISO 9001, ISO 14001 and ISO 27001 Certification. Bidder must submit the OEM's ISO certificates. The Product should be PCIDSS		
13	Design & Deployment Requirement	Respective bidder also needs to ensure that the final deployment of the data center solution is done based on the standards design guideline and best practices keeping in mind the data center compliance requirements, operational requirements and best practices.		
14	Manufacturer's part number	Bidder should submit BOQ of proposed device including the details part numbers and Manufacturer's Warranty part number.		
15	Compliance & Reference	Bidder must provide the detail compliance report with reference. The reference URL / information of RFP technical specification compliance should be publicly available, referenceable and accessible document.		
16	BOM	Should be attached with the technical offer		

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17	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

	LOT VI: Backup Software			
#	**Description**	**Required Specification**	**Firm 1**	
			Compliance	**Remarks / Bidders Response**
1	Type	To be mentioned by the bidder		
2	Quantity	**Two (2) Units, (One For DC and One For DR)**		
3	Model	To be mentioned by the bidder		
4	Compatibility	The Backup software solution shoule be compatible with Sparc Solaris Operating system and to be used to do disk to disk back up for Oracle ZFS-9 storage		
5	General Features	The system shall be full backup solution with agents to backup files, databases, virtual environments etc.		
		The solution shall be able to perform deduplication, compression and incremental forever capabilities work together to reduce backup storage requirements.		
		Systems should support integration with mix of storage media to optimize backups, including disk, cloud, tape and object storage;		
		Enables long-term record retention with flexible hold and release processing, real-time information about multi-vendor backup environments with reports, alerts and monitoring, multi-tenancy, on-boarding, and billing		

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		The offered device must be a central backup system.		
		Enables policy-based migration of inactive data to tape, leaving the directory structure on disk so users don't have to change the way they access their files		
		Enables application-aware, virtual machine-aware, hardware-assisted snapshot backup and recovery management for most major storage systems		
		It must be possible to backup:		
		Single files		
		Whole file systems		
		Databases while they are normally functioning		
		Images of virtual machines		
		There must be possibility to recover		
		· Single file		
		· Database		
6	License Capacity	The backup and restore system shall include an enterprise license at least front end 3 TB Capacity that shall allow backup and restore for an unlimited number of standalone servers, databases, virtualization partitions, laptops, desktops. All licenses necessary for the functioning of the system shall be included in the proposal.		
7	Supported Features	The backup equipment shall be provided to the centralized Data Center but should support replication to others whenever required. Backup device in the Data Center shall backup part of infrastructure and additionally be capable of replicating all daily backups to another data center in the future. Only unique blocks shall be replicated between data centers.		
		The backup solution must allow for exclusion of whole directories and files with specific extensions for Desktop, laptop workstation running windows operating systems.		

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		Software should have facilities replicates its own database (record about client data backup) over WAN using IP/dark fiber based replication. In case of failure of primary or secondary server client backup will continue from the other site.		
		The offered solution must support to replicate data to second system in different data center. There must be possibility to define backups that shall be replicated.		
		In case of recovery using interface on protected machine there must be possibility to search backed up files by name of the file or fragment of the name of the file.		
8	Protocol Features	The backup system shall allow to backup with the following functionalities:		
		a. Disaster-recovery management		
		b. Node replication		
		c. The user rights shall be recovered		
		d. Integration with NDMP protocol		
		e. Improves throughput over high latency, high-packet-loss wide area networks		
9	Security Features	The backup solution must send to backup media only unique blocks from protected machines. Unchanged Fragment (block) that has been sent from a machine shall never be sent to central backup device again. (De-duplication process)		
		Backup systems shall read from disks on protected machines only new or changed files. If the file is not modified since last successful backup, it shall be not read again.		
		Backup system shall perform always logically full backups for file systems. Internally there shall be full info about each of the backup task and data (blocks) belonging to this data task.		
		There must be possibility to encrypt data on backup device for Desktop, laptop data.		
		In case of recovery from interface on protected machine, there must be possibility to authenticate users:		
		· By backup system		

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		· By catalog services		
10	Compatibility Features	1. The backup software must support the following operating systems but not limited to:		
		a. Windows,		
		b. Linux (Oracle, Red Hat, SUSE, Ubuntu),		
		c. Unix (Oracle Solaris X64 & X86 for both Sparc and Intel platform)		
		2. The backup software must support online backup of the following included but not limited to core operating systems, applications, Hypervisors and databases:		
		a. Linux (64 bit/RISC & x86)		
		b. Solaris SPARC & x86		
		c. Windows		
		d. VMware ESXi		
		e. Microsoft Hyper V		
		f. OpenStack Distribution		
		g. MS SQL, My SQL, Oracle, IBM DB2 etc		
		The backup software shall allow recovering data in following steps:		
		a. Choosing the recovered data,		
		b. Recovering them in single step.		
		The backup solution must support latest version of OS virtualization software with the following functionality:		
		a. Backup files and databases from inside of the virtual machine (like standalone machines)		
		b. Backup the whole images of the virtual machines with reading from disk only the changed blocks (using changed block tracking mechanism of virtualization system)		
		The solution should have Bare Metal Recovery functionality by automated recovery the whole server (operating system + settings of operating system + data) in single step. The functionality must be built in backup system.		

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11	Warranty & Support Services	The bidder shall supply the equipment with minimum 1 (One) year of Manufacturer's warranty for technical solution support with Patch & New Software Upgrade should be provided for the proposed equipment. All parts replacement and service will be provided by the bidder during the Warranty period		
12	BOM	Should be attached with the technical offer		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

Warranty & Support

#	Description	Required Specification	Firm 1	
			Compliance	Remarks / Bidders Response
1	Warranty	1year comprehensive warranty with 24x7 Support.		
2	Support	The support for the Hardware along with the spares should be available for a total of Seven Years TCO		
3	OEM Involvement	Direct end to end Support from OEM for the Harware and the related softwares for the quoted Products.		
		Verificaiton/Confirmation for 24 X 7 support (both spares and)from the OEM for the entire Seven years of during TCO warranty and the TCO(minimum 1 year warranty and six years of 24X7 support)		
	Complied (y)			
	Not Complied (z)			
	Total (x)			

SECTION IV: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(i) **Affiliate** means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership; common use of facilities, equipment and resources; or family interests.

(ii) **Award of Contract** means the decision of the Purchaser to enter into a contract with a supplier for delivery of specified goods which has been conveyed to the contractor through a purchase order and/or signing of a contract.

(iii) **Bid** an offer to execute works in accordance with the terms and conditions set out in the bid documents inviting such offers. The term "tender" is synonymous with the term "bid";

(iv) **BDS** means Bid Data Sheet

(v) **Bidder** means an eligible individual or legal entity that participates in a competitive procurement process defined by this Manual.

(vi) **Bidding Documents** means the set of documents issued by the Purchaser to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "bidding documents", "tender documents" and "bid documents" are synonymous.

(vii) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.

(viii) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.

(ix) **Purchaser** means the purchaser including its successors and permitted assigns. The term "Purchaser" and "Purchaser" are synonymous.

(x) **Day** means calendar day.

(xi) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.

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(xii) **GCC** means the General Conditions of Contract.

(xiii) **Goods** means any object in solid, liquid or gaseous form, tangible and intangible that has an economic utility or value, which can be exchanged or traded along with related service.

(xiv) **ITB** means Instructions to Bidders

(xv) **Notification of Award** means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.

(xvi) **Party** means the Purchaser or the Supplier, as the context requires, and "parties" means both of them.

(xvii) **Price schedule:** summary of the quantities, measurement unit and unit prices of the items to be procured under the contract. The term "Bill of Quantities" is synonymous.

(xviii) **Final Destination** means the place named in the SCC.

(xix) **Purchaser** means The Purchaser (specified in SCC.)

(xx) **Related Services** means includes services such as installations, supervision, training, initial maintenance, insurance, testing and commissioning related to the Goods.

(xxi) **SCC** means the Special Conditions of Contract.

(xxii) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(xxiii) **Supplier** a legal entity entering into a contract with the Purchaser for the supply of Goods.

(xxiv) **Technical Specifications** means specifications of the Goods incorporated in the bidding documents and forming part of the contract and includes any modification or amendment thereto or any addition thereto or any deduction there from, as may be made with the mutual agreement of the Purchaser and Supplier.

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2. CONTRACT DOCUMENTS

2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. INTERPRETATION

3.1 If the context so requires it, singular means plural and vice versa.

3.2 A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.

3.3 A "person" shall be construed as a reference to any person, firm, Purchaser, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

3.4 The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

3.5 Incoterms

(a) Unless inconsistent with any provision of the Contractor otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW, CIF, CIP, DDP and other similar terms as specified in SCC, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France

3.5. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.6. Non-Waiver

(a) Subject to GCC0((a)below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that

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party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.7. Severability

If any provision or condition of the Contract is prohibited or rendered in valid or unenforceable, such prohibition, in validity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.8. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements of the parties with respect thereto made prior to the date of Contract.

4. FRAUD AND CORRUPTION

4.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then The Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC37 shall apply as if such termination has been made under GCC37.1.

4.2 **For the purposes of this Sub-Clause:**

(a) **"Corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value" to influence improperly the actions of another party;

(b) **"Fraudulent practice"** is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) **"Collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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(d) **"Coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a Party;

(e) **"Obstructive practice" is:**

i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation in to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii. Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC21.

4.3 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

5. LANGUAGE

5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. JOINT VENTURE, CONSORTIUM

6.1. If the Supplier is a Joint Venture, Consortium (JV/C), all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead with authority to bind the (JV/C). The composition or

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the constitution of the joint venture, consortium shall not be altered without the prior consent of the Purchaser.

7. NOTICES

7.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication.

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

8. GOVERNING LAW

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

9. SETTLEMENT OF DISPUTES

9.1. The Purchaser and the Supplier 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.

9.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

10. ELIGIBILITY

10.1. The Supplier and its sub-contractors shall have the nationality of an eligible country. A Supplier and its cub-contractors shall be deemed to have the nationality of a country if it is

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a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

10.2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

11. SUPPLIER'S RESPONSIBILITIES

11.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC23, and the delivery and completion requirements as per GCC20.

12. PURCHASER'S RESPONSIBILITIES

12.1. Whenever, the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so, required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

13. CONTRACT PRICE

13.1. The Contract Price shall be the price payable to the Supplier as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

13.2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

14. TERMS OF PAYMENT

14.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

14.2. The Supplier shall submit to the Purchaser, the invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC20and upon fulfilment of all the obligations stipulated in the Contract.

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14.3. Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

14.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

15. TAXES AND DUTIES

15.1. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside and inside Bhutan as applicable in line with the Incoterms.

15.2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.

15.3. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC

15.4. from the gross amount of bills. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

15.5. If any tax exemptions, reductions, allowances or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, the Purchaser shall use its best endeavours to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. PERFORMANCE SECURITY

16.1. The Supplier shall, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.

16.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

16.3. The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any

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warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.

16.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

17. COPYRIGHT

17.1. The copyright in all drawings, documents and other materials containing data and information furnished to the Purchase by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

18. CONFIDENTIAL INFORMATION

18.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractors such documents, data and other information as it receives from the Purchaser to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their sub-contractors regarding confidentiality similar to that provided herein.

18.2. The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.

18.3. The obligation of a Party under GCC18.1.and18.1above, however, shall not apply to information that:

(a) the Purchaser or the Supplier needs to share with the RGoB;

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(b) is already in public domain now, or enters the public domain during the execution of the contract through no fault of that Party;

(c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or

(d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

18.4. The above provisions of GCC18shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

18.5. The provisions of GCC18shall survive completion or termination, for whatever reason, of the Contract.

19. PATENT INDEMNITY

19.1. The Supplier shall, subject to the Purchaser's compliance with GCC19.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and

b) the sale in any country of the products produced by the Goods.

19.2. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

19.3. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC19, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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19.4. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

19.5. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

19.6. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

20. DELIVERY AND DOCUMENTS

20.1. Subject to GCC34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

21. INSPECTION AND AUDITS

21.1. The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so, required by the Purchaser. The Supplier's attention is drawn to GCC4, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC21.1 constitute a prohibited practice subject to contract termination(as well as to a determination of in eligibility under ITB Sub-Clause2.1(c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

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22. SUBCONTRACTING

22.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.

22.2. Subcontracts shall comply with the provisions of GCC4and 10. Refer to SCC if Subcontracting is allowed.

23. SCOPE OF SUPPLIES

23.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.

23.2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion of the Related Services as if such items were expressly mentioned in the Contract.

24. SPECIFICATION AND STANDARDS

24.1. Technical Specifications and Drawings:

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

b) the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

c) Wherever, references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC34.

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25. TESTS AND INSPECTIONS

25.1. At its own expense and at no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC. The purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the specifications.

25.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC25.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

25.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

25.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or

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replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to The Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC25.4.

25.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. PACKING AND DOCUMENTS

26.1. The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes 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.

26.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

27. TRANSPORTATION

27.1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

28. WARRANTY

28.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2. Subject to GCC24.1a), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

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28.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months or 18 months from the day of supply or from the date of putting the item into use as the case may be.

28.4. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to The Purchaser.

28.5. If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. LIQUIDATED DAMAGE

29.1. Except as provided for under GCC33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC37.

30. LIMITATION OF LIABILITY

30.1. Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that these exclusions shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

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31. INSURANCE

31.1. Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

32. CHANGE IN LAWS AND REGULATIONS

32.1. If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC13.2.

33. FORCE MAJEURE

33.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

33.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

33.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

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34. CHANGE ORDERS AND CONTRACT AMENDMENTS

34.1. The Purchaser may at any time order the Supplier through notice in accordance with GCC 7to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs or specifications, where Goods to be furnished under the Contract is to be specifically manufactured for the Purchaser;

b) the method of shipment or packing; the place of delivery; and the Related Services to be provided by the Supplier.

34.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

34.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35. EXTENSION OF TIME

35.1. If at any time during performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC20, the Supplier shall promptly notify the Purchaser in writing of the delay, the likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2. Except in case of Force Majeure, as provided under GCC33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable

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to the imposition of liquidated damages pursuant to 28.5, unless an extension of time is agreed upon, pursuant to GCC35.1.

36. EXPORT RESTRICTION

36.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to GCC37.3.

37. TERMINATIONS

37.1. Termination for Default:

a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i. If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC35.1; or

ii. if the Supplier fails to perform any other obligation under the Contract; or

iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC4, in competing for or in executing the Contract.

b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC37.1a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

37.2. Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the

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Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

37.3. Termination for Convenience.

a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

38. ASSIGNMENT

38.1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

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SECTION V SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail.	
Reference to the GCC is made as under:	
1.1 (xviii)	The final supply, delivery, installation, configuration, commissioning, and maintenance is at BoB Office, DR (Phuentsholing) and DC (Thimphu), Bhutan.
1.1 (xvix)	The Purchaser is: Bank of Bhutan (BoB)
3.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: **latest INCOTERM**
3.6(b)	The term EXW, CIF, DIP, DDP and other similar terms shall be as per the version of Incoterms: **DDP**
5.1	The language shall be: **English**
7.1	For notices, the addresses shall be: For the Purchaser: Attention: Head, Procurement Address: Bank of Bhutan, Corporate Head Office, Norzin Lam, Thimphu, Bhutan Post Box No.: 102 Telephone: 02-334333
9.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: *In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with Alternative Dispute Resolution Act of Bhutan.*
13.2	The prices charged for the Goods supplied and the related Services performed ***shall not*** be adjustable.
14.1	The payment terms and conditions; After completion of Delivery and Commissioning (UAT signoff verified by IT Personnel)

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15.3	All applicable taxes and duties **shall be borne by the supplier.**
16.1	The amount of the Performance Security shall be: **10% of the total contract value in BTN.**
16.3	The types of acceptable Performance Securities are: *(i) Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable* *(ii) Cash warrant, or Demand Draft, or Banker's Cheque*
20.1	The details of Shipping and other Documents to be furnished by the supplier shall be inform later, **if requires.**
22.2	Subcontracting shall be **not allowed.**
25.1	Inspections and tests shall be **carried out at any time, if requires.**
25.2	Inspections and tests shall be conducted at **anywhere base on the convenience; at supplier go-down or final site.**
26.2	The packing, marking and documentation within and outside the packages **shall be items wise with a proper identifications**.
27.1	Responsibility for transportation, supply, delivery, installation, and commissioning of the Goods shall be at site **shall be done by the supplier as specified in the Incoterms (DDP).**
28.3	The minimum period of validity of the Warranty shall be: **one year comprehensive from the date of final installation with 24x7 support.**
28.4 & 28.5	The period for repair or replacement of defective good if it is under warranty shall be done within **30 calendar days.**
29.1	The applicable rate for liquidated damages for delay shall be **0.3% per day of the value of un-executed work** and the maximum shall be **10% of the total contract value**.
31.1	The insurance coverage shall be as specified in the Incoterms.

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SECTION VI CONTRACT FORMS

FORM I: Sample Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT is made on the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

(1) *[insert complete name of Purchaser]*, a Purchaser registered under the ……. *The laws of Bhutan* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "The Purchaser"),

and

(2) *[insert name of Supplier]*, incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (hereinafter called "the Supplier").

WHEREAS The Purchaser invited Bids for certain Goods and related services, viz., ***[insert brief description of Goods and Services]*** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ***[insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called "the Contract Price")***.

NOWTHIS AGREEMENT WITNESSETHASFOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the min the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between The Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

(a) This Contract Agreement;
(b) The Purchaser's Notification of Award of Contract;
(c) Integrity Pact;
(d) The Special Conditions of Contract;
(e) The General Conditions of Contract;
(f) Technical Requirements (including Schedule of Supply and Technical Specifications.)
(g) The Supplier's Bid and original Price Schedules;
(h) The form of Performance Security;
(i) The form of Bank Guarantee for Advance Payment;

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(j) Minutes of Contact Negotiation Meeting (if any)

(k) [Insert here any other document(s) forming part of the Contract]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

5. The PurchaserherebycovenantstopaytheSupplierinconsiderationoftheprovision of the Goods and Related Services and the remedying of defects therein, the Contract Price or suchothersumasmaybecomepayableundertheprovisionsoftheContractatthetimesand in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature, affix legal stamp]
In the capacity of [insert title or other appropriate designation]

In the presence of [insert signature] [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier, affix legal stamp]
In the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

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FORM II: PERFORMANCE SECURITY

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

Date: .....[*insert date (as day, month, and year) of Bid submission*]

Tender No..... [*insert tender number*]

Name of the Tender:..... [*insert name of the tender*]

Bank's Branch or Office: ..... [*insert complete name of Guarantor*]

Beneficiary: .....[*insert complete name of the Purchaser*]

PERFORMANCEGUARANTEE No.: .....[*insert Performance Guarantee number*]

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding..... *[insert amount(s)*[1] *in figures and in words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the ..... *[insert number]* day of .....*[insert month]*..... *[insert year]*,[2] and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed ..... *[Insert months/year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[Signature of authorized representatives of the bank and the Supplier]

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1 *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

2 *Date established in accordance with Clause 16.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.*

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ANNEXURE I – PRICE SCHEDULE/BOQ

Price Schedule/Bill of Quantity											
A	Price Details of Servers & Other Items										
		Cost Price for Year One (NU)								AMC	TOTAL PRICE
LOT	Particulars	Unit Price with 1 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	Total AMC (Six Years)- from 2nd year to 7th year	
		A	% of Tax (B)	Tax Amt. (C)	D=(A+C)	E	F	G=(E+F)	H=(DxG)		
LOT I	SAN Switches (DC)					2	0	**2**			
	SAN Switches (DR)					0	2	**2**			
TOTAL (LOT I)											
LOT II	SFP + ToR Switch (DC)					2	0	**2**			
	SFP + ToR Switch (DR)					0	2	**2**			
TOTAL (LOT II)											
LOT III	ToR Switch (UAT)					2	0	**2**			
LOT IV	Management Switch (DC)					1	0	**1**			
	Management Switch (DR)					0	1	**1**			
TOTAL (LOT IV)											
LOT V	Load Balancer & Application Delivery Controller					2	0	**2**			

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ANNEXURE I – PRICE SCHEDULE/BOQ

LOT VI	Backup Software / Solution					1	1	2			
TOTAL PRICE (ALL LOTs)						**10**	**6**	**16**			
2.00	**Other H/W Equipment**										
2.01											
2.02											
2.03											
3.00	**Software Licence**										
3.01											
3.02											
3.03											
4.00	**Other Charges**										
4.01	Installation and configuration at DC										
4.02	Installation and configuration at DC										
4.03	Training										
	TOTAL								-		

Note: AMC Schedule is in annexure II

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ANNEXURE II – AMC Schedule from 2nd year onwards

B	Commercial Version - Post Warranty AMC Charges calculation table for Servers & other Items:						
	Particulars	2nd Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		1	2	3=(1x2)	4 = (1+3)	5	6=(4x5)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

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	Particulars	3rd Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		7	8	9=(7X8)	10=(7+9)	11	12=(10X11)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

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	Particulars	4th Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		13	14	15=(13X14)	16=(13+15)	17	18=(16X17)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

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	Particulars	5th Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		19	20	21= (19x20)	22=(19+21)	23	24=(22x23)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

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	Particulars	6th Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		25	26	27=(25x26)	28=(25+27)	29	30=(28x29)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

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	Particulars	7th Year					
		AMC charges (excl.of tax)	% Tax	Tax in Amt	Total AMC (Incl. of tax)	Total Quantity (DC+DR)	Amount
		31	32	33=(31x32)	34=(31+33)	35	36=(34x35)
LOT	**SAN Switch, NW Switch, LB & Backup Software/ Solution**						
LOT I	SAN Switches (DC)						
	SAN Switches (DR)						
TOTAL (LOT I)							
LOT II	ToR Switch (DC)						
	ToR Switch (DR)						
TOTAL (LOT II)							
LOT III	ToR Switch (UAT)						
LOT IV	Management Switch (DC)						
	Management Switch (DR)						
TOTAL (LOT IV)							
LOT V	Load Balancer & Application Delivery Controller						
LOT VI	Backup Software / Solution						
TOTAL (All lots)							

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2	**Other H/W Equipment**						
2.01							
2.02							
2.03							
3	**Software License**						
3.01	Oracle Database EE						
3.02	Real Application Cluster						
3.03	Active Data guard						
4	**Other Charges**						
4.01	Installation and configuration at DC						
4.02	Installation and configuration at DC						
4.03	Training						
	TOTAL						

Note: Total six years AMC amount should be shown in the annexure I - price schedule.

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ANNEXURE III: DELIVERY SCHEDULE

Sl. NO.	Activity	Date / Timeline	Remarks
1	Issue of Provisional PO	18-Nov-22	
2	Contract Signing & Submission of 5% Performance guarantee *	28-Nov-22	10 Days from issue of provisional PO
3	Issue of PO	29-Nov-22	
4	Delivery at Data Centre (Thimphu)*	28-Jan-23	90 Days from issue of PO
5	Installation & commissioning at Data Centre (Thimphu)	11-Feb-23	Two weeks from Delivery
6	Delivery at DR site (Phuentsholing)*	28-Jan-23	90 Days from issue of PO
7	Installation & commissioning at DR site (Phuentsholing)	25-Feb-23	Two weeks from completion at DC

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