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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS

Procurement, and Installation of Unified Threat Management (UTM), Router and Access Points

November 2021

Druk Holding and Investments Limited,
P.O Box 1127, New BOBL Building, Norzin Lam, Thimphu, Bhutan
Tele# +975-2-336257/58, Fax# +975-2336259
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PART 1

NOTICE INVITING TENDER

NIQ No.: DHI/Procurement-01/2021/

November 29, 2021

1. The Druk Holding and Investments Limited, (DHI) invites e-Bid from eligible firms (hereafter referred to as the “bidder” / “Consultant”) with valid trade license for: Supply and Installation of the UTM, Router and Access Points.
2. DHI would like to inform the interested firms to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online.
3. The EMD amount should be submitted physically to the DHI office or deposit to the DHI’s BOBL account no: 100893691 and submit the transaction details along with other documents during bid submission. In case of failure, the respective firm will not be considered.
4. The user manual for vendor registration and bidding process is available on the website www.tender.bt or else can be downloaded from following links:
 - User manual for vendor registration
 - User manual for Bidding process
5. Proposals shall be opened in the presence of Bidder’s representatives who choose to attend.
6. All Proposals must be accompanied by Proposal security for an amount of Nu 50,000.00 [Ngultrum Fifty Thousand and shall remain valid for 3 months from the date of the opening of the bids.
7. DHI reserves the right to accept or reject any Proposal partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Consultant/ intending Consultant shall have any claim arising out of such action of the company.

8. SBD Timeline

NIT No	:	DHI/PROC-01/2021/
Proposal Submission date & time	:	13 th December 2021 (12:30 pm)
Opening date & time	:	13 th December 2021 (2:30 pm)
RfP shall be available at	:	www.tender.bt

9. Interested firms may obtain further information at the address below during office hours [9am to 5pm] no later than 9th December 2021.
Druk Holding and Investments Ltd., (DHI)
Attn: Procurement Unit,
New BOBL Building, Norzin Lam, Thimphu
Tel: [+975-2-336257/8], Fax: [+975-2-336259]



PART 2

1. Scope and Requirement

DHI expect the bidder to have a team of experts who understand the requirement and help us achieve our vision.

DHI would like to find a firm to assist in accomplishing the following tasks, but not limited to:

1. Supply, and Installation of UTM, Router and related items as per the specification mentioned in Annexure
2. Installation, configuration, and all works related must be carried out.
3. Install, configure and support the Operating system setup if required.
4. Proper documentation and sign off must be carried out in discussion with DHI.

2. Tender Instructions and Information

2.1. Tender Timeline

Date and Time (Bhutan Time)	Description
November 16, 2021	Tender floated
November 29, 2021 (12 noon)	Last date for the submission of the proposal.
November 29, 2021 (2:30)	Amendment Issued: Extension of Tender Submission
December 13, 2021 (12:30 pm)	Last date for the submission of the proposal.
December 20, 2021 (12 noon)	Award of work to the successful bidder, based on the successful negotiation of terms and conditions.
February 7, 2022 (5 noon)	Proposed Completion of the work (will depend on the agreed timeline mentioned in the contract agreement).

2.2. SBD Contact

Mr. Tenzin Tsheltrim	Manager	Corporate Services Division DHI, Email: tenzintsheltrim@dhi.bt Mob. No: +975-77109906 Tel:+975-02-336257/58 Ext. 137 Fax:+975-02336259
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2.3. Clarification / Queries

Clarification or queries regarding this Tender must be submitted in writing via: email to the RFP Contact listed in Part 2, clause 3.2 and only prior to the submission date detailed in the timeline, Part 2, clause 3.1.

2.4. Submission Information

This section contains general and specific requirements for submitting the technical and financial proposals. Please ensure that completed forms, along with a copy of your legal registration, are included with the technical proposal, otherwise your proposal will be rejected.

This Tender is issued as a public notice to ensure that all interested, qualified and eligible organizations legally registered for business in Bhutan to have a fair opportunity to submit proposals.

The consultant is requested to submit a proposal directly responsive to the terms, conditions and clauses of this Tender. Alternative proposals will not be considered.

The bid must be accompanied by the following document:

- Bid Security
- Integrity Pact
- POA (if applicable)
- Technical Proposal
- Financial Proposal
- Any other relevant documents

2.4.1 Technical Proposal

The technical proposal shall be straightforward and concise, outlining in sequence, how the Bidder intends to carry out the technical requirements under each main activity. No contractual price information is to be included in the Bidder's implementation work plan so that it may be evaluated strictly on its technical merit. The bidder is required to submit the follow:

- *Technical Approach and Specification:* The bidder will demonstrate its understanding, ability and overall approach to performing the requirements described in the Scope of Work, Activities & Tasks and Deliverables. This may include an implementation plan.
- *Qualification and experience of personnel:* The Bidder will identify, the names, anticipated positions of the key team leaders and essential personnel proposed to perform the requirements of this scope of work, activities & tasks and deliverables. CVs that clearly describe education, experience and professional credentials to be mentioned.
- *Experience and Past Performance:* The bidder to submit the past experiences and performances, along with the Customer's legal name and contact details.

2.5. Evaluation and Selection Process

2.5.1 Evaluation Criteria

The evaluation will be based on the following weighted categories:

Sl	Category	Weightage
1	Technical Proposal 70%	Percentage 70% (maximum)
	Technical approach and specification	50%
	Qualification and experience of personnel (At least 2 personnel) 1) Master: 5 % 2) Degree: 4 % 3) Diploma: 3 % 4) Class XII: 2 %	10%
	Experience and Past performance of the firm 1) >8 projects :10 % 2) >6 projects: 8 % 3) >4 projects: 6 % 4) >2 project: 4% 5) >1 project: 2%	10%
2	Financial Proposal 30%	Percentage 30% (maximum)
	Financial cost will be evaluated based on cost reasonableness, allowability and realism.	30%

2.5.2 Selection Process

The selection process will involve the following phases:

<u>Phase 1:</u>	DHI review team will evaluate bidder submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the bidder's acceptance of terms and completeness of submissions.
<u>Phase 2:</u>	Review team will evaluate the technical and financial proposal and will select the bidder for negotiation. If negotiations between DHI and the selected bidder fail to produce a contract agreeable to both parties, DHI reserves the right to cease further negotiation and commence negotiations with another vendor.
<u>Phase 3:</u>	After successful negotiation between DHI and selected bidder, the letter of award will be shared with the successful bidder to commence the work.

PART 3

Terms and Conditions

1. Bid Price

- 1.1. All prices shall be quoted in Ngultrum (Nu). The quoted price shall be DDP including taxes, duties and other levies to the final place of delivery, if required.
- 1.2. The final place of delivery is NDI office, Old DHI Office, Mothithang.
- 1.3. The bidder(s) must quote for all the items under this bid. Price bids will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

2. Bid Validity

- 2.1. The bid shall be valid for 90 days from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

3. Bid Security

- 3.1. The bid shall be accompanied by the bid security of Nu.50,000 in the form of Bank Deposit/Bank Transfer/Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in in favor of The Associate Director, CSD, Druk Holding and Investments Limited, Thimphu in and separate envelope marked as "Bid Security" Issued by the Financial Institution enforceable in any Banks in Bhutan. In case if the bidder opts for Bank Deposit/Bank Transfer) the bid security of Nu. 50,000/- shall be deposited/transferred to the DHI's BOBL account no: 100893691, and submit the transaction details along with other documents during bid submission.
 - a) The Bid security shall be valid up to 3 months.
 - b) The Bid Security is to be submitted as a part of the Bid in a separate folder/envelope.
 - c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.
- 3.2. The bid security shall be forfeited in the following cases:
 - a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid price;
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

4. Bid Opening

- 4.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend as per the schedule mentioned above. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

5. Evaluation of Bid

- 5.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- 5.2. where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 5.3. To assist in the evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.

6. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

- 6.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

7. Quantity Variation

- 7.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

8. Award of Contract

- 8.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

9. Delivery Schedule

- 9.1. The supply of the Goods and related service shall be completed within 30 days from the date of issue of the Purchase Order, or the signing of the contract [if applicable].

10. Performance Security

- 10.1. The 10% of payment shall be retained as security deposit and shall be returned at the end of the warranty period.

11. Liquidated Damage

- 11.1. 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/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of 3% per day for each day of delay to a maximum of 10% of the quoted price.

12. Payment Terms

- 12.1. The payment for the awarded work, shall be made in full within 30 days upon verification and acceptance by DHI, based on the receipt of bill/invoice from the firm.
- 12.2. At the time of release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

13. Warranty Period

- 13.1. The Supplier shall provide the warranty for a period of 90 days, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
- 13.2. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

14. Submission of Bid

- 14.1. The Bidder shall submit the Bid Submission Form using the Form in Part 4. 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.
- 14.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

15. Termination

- 15.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract [if applicable] in whole or in part at any time for its convenience:
- 15.2. if the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and
- 15.3. if the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of 60 days after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

16. Governing Law

- 16.1. The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

17. Dispute Resolution

- 17.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

PART 4

PROPOSAL FORMS

A. TECHNICAL PROPOSAL FORMS

{Notes to Consultant shown in brackets { } throughout Section IV provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist

Form	Description
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Information and Experience.
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-4	Curriculum Vitae (CV) of proposed staff
TECH-6	Technical Specifications/Drawings (If Applicable)
TECH-7	Declaration confirming the absence of any conflict of Interest
TECH-8	Proposal Security Form

{Based on the need of the project, the forms mentioned above can be customized/ modified accordingly}

FORM TECH - 1: Technical Proposal Submission Form

<Ref. No.><Date>

To:

<The Head, Procurement Unit, DHI>

Dear Sir,

We the undersigned, offer to provide the Consulting Service for <Insert title of the assignment>in accordance with your Request for Proposal dated <Insert date> and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We are submitting our Proposal in association with: <Insert a list with full name and address of each associated Consultant><delete in case no association is foreseen>

We hereby declare that:

- a) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- b) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.
- c) We have no conflict of interest;
- d) Our firm, its affiliates or subsidiaries—including any subconsultants for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan.
- e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & Currency	Purpose of commission or gratuity

* If none, please state none

- f) Our duly executed Integrity Pact Statement is attached herewith.
- g) We accept the vendor performance management system.
- h) All the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.



If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC.20.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in ITC 22.3 of the Data Sheet and to comply with all the provisions of the Contract.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:



FORM TECH - 2: Consultant's Information and Experience

A - Consultant's Information

{Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment}

{The Consultant shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted}

1.	Consultants Legal Name *:
2.	Year of Registration *:
3.	Principal Place of Business
4.	Website Address:
5.	Business Activities:
6.	Authorized Representative * Name: Designation: Address: Telephone/Fax numbers: E-mail Address:
7.	Status of the Consultant (check the box as applicable): <input type="checkbox"/> Bidding Company <input type="checkbox"/> Agent of the Consultant

Sealed and Signed:



B - Consultant's Experience

{Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Firm's Name:

Assignment Name:	<i>Approx. value of the contract (in BTN):</i>
Company:	<i>Duration of Assignment (months):</i>
	<i>Total number of staff months of the assignments:</i>
Address:	<i>Approximate value of the services provided by your firm under the contract (BTN)</i>
Start date (month/year): Completion date (month/year):	<i>No. of professional staff-months provided by associated Consultants:</i>
Name of associated Consultants, if any:	<i>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</i>
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

FORM TECH - 3: Approach, Methodology and Work Plan

<Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal (minimum 5 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, and the proposals as listed in TOR/Scope.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the company), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan.

FORM TECH - 4: Curriculum Vitae (CV) of Proposed Staff.

1. Proposed Position [*only one candidate shall be nominated for each position*]:

2. Name of Firm [*Insert name of firm proposing the staff*]:

3. Name of Staff [*Insert full name*]:

4. Education [*Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

5. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):*

Dates of employment, Name of employing organization, positions held.]: From

[Year]_____: To [Year]: _____Employer:

Positions held: _____

<p>6. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Works Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Company: _____</p> <p>Main Project Features: _____</p> <p>Positions Held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:



FORM TECH - 6: Conflict of Interest

Subject: Declaration confirming the absence of any conflict of interest

Ref:

I [*insert the name and designation of the signatory*] the duly authorized representative of [*insert name of the Consultant*], submitting a proposal in respect of invitation for proposals reference number (-----), hereby confirm:

- that I/We do not have a business relationship with a member of *Company's* staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, and/or (iii) supervision of the Contract,
- that I/ We have not employed or otherwise engaged a spouse, or any of the dependent parent of an employee or close relative¹ of *Company's* employee
- (*Insert if applicable*) that I/ We confirm that we have nominated (*insert name*) former employee of the Company as personnel in the Technical Proposal and we certify that no conflict of interest exists in the scope of the MR. XYZ inclusion to provide the Consultancy Services.
- (*Insert if applicable*) that I / we have nominated (*insert name*), present or previous (*insert as applicable*) Royal government of Bhutan employee as Personnel in the Technical Proposal. (*Insert name*) have written certification from the Royal Civil Service Commission of Bhutan or their employer (*insert name of the employer*) confirming that
 - They are not current employees of their previous official employer.
 - They are on leave without pay from their official position, and
 - They are allowed to work full-time outside of their previous official position

Such certification is also attached as a part of this technical proposal.

Sealed and Signed

¹Close relative is defined as immediate family which includes, brother, sister, and own children

FORM TECH - 7: Proposal Security (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 *[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 Employer 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)]*



B. FINANCIAL PROPOSAL FORMS
FORM FIN - 1: Financial Proposal Submission Form

[<Ref. No>< Date>]

To: [Name and address of Company]

Dear Sirs,

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures²]. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in ITC Clause 9.1 & 9.2 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below³:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
------------------------------	------------------------	--------------------------------------

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

² Amounts must coincide with the ones indicated under total Cost of Financial Proposal in Form FIN-2

³ If applicable, replace this clause with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN - 2: Summary of Costs

Financial Proposal

The Bidder will propose the costs, it believes are realistic and reasonable for the work in accordance with the Bidder's technical approach. The Bidder shall provide a complete budget based on cost elements described below.

Sl	Cost	Quantity	Amount (Nu.)
1	Cost of the Unified Threat Management cum Router	1	
2.	Cost of the POE Switch	1	
3.	Cost of Access Points	2	
4.	Cost for the installation		
5	TOTAL		

The cost proposal from the bidder shall be presented in Bhutanese currency (Ngultrum). Offer must be inclusive of any applicable taxes as per the kingdom of Bhutan.

**Indicate between brackets the name of the currency. Use as many columns as needed, and delete any that are not used.*

***Indicate the total costs, inclusive of local taxes, to be paid by the Company for each activity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.*

PART 5
CONTRACT FORMS

[Text in brackets provides guidance to the client for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted consultants]

Form - I: Notification of Award

To
[Name and Address of the Consultant]

Dear Sir/Madam,

This is to notify you that your Bid dated..... for execution of the
..... *[Name of the Contract and Tender No., as given in ITB]* for
the Contract Price of *[Name of the currency and amount in
words and figures as corrected and modified in accordance with the ITB]* is hereby accepted by the Company.

You are hereby requested to furnish Contract Performance Security, as detailed in ITC Clause 23 for
an amount of*[insert amount of performance security]* within Thirty (30) days of the
receipt of this Letter of Award and the validity of the Contract Performance Security shall be up to
.....*[insert validity]*

Failure to submit the Contract Performance Security within the period stipulated above shall constitute
a ground for the annulment of the award and entail forfeiture of Bid Security.

This letter is being issued to you in duplicate. Please retain one copy for your records and return the
other copy to the Company after recording on the letter “Accepted Unconditionally” under the
signature of the authorized signatory.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]

[Address]



Form - II: Contract Agreement

[All notes should be deleted in final text]

This CONTRACT (hereinafter called the “contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “client”) and, on the other hand, [name of consultant] (hereinafter called the “consultant”).

[Note: If the consultant consists of more than one entity all of which are liable under the contract, the above should be partially amended to read as follows: “...(hereinafter called the “client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the client for all the consultant’s obligations under this contract, namely, [name of consultant] and [name of consultant] (hereinafter collectively called the “consultant”).]

WHEREAS

- (a) the client has requested the consultant to provide certain consulting services as defined in this contract (hereinafter called the “services”);
- (b) the consultant, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) Terms and Conditions of Contract;
 - (b) The following Appendices:
 - [Appendix A: Description of Services]*
2. The mutual rights and obligations of the client and the consultant shall be as set forth in the contract, in particular:
 - (a) the consultant shall carry out the services in accordance with the provisions of the contract;

- (b) the client shall make payments to the consultant in accordance with the provisions of the contract;
- (c) Subject to subclause (d) hereunder, and notwithstanding any other provisions of this contract, payments under this contract shall not exceed [amount] in foreign currency/currencies, and [amount] in local currency. Except as otherwise agreed between the client and the consultant:
 - (i) Foreign currency payments to the consultant hereunder will be made in [currency];
 - (ii) Local currency payments to the consultant hereunder will be made in [currency].
- (d) The maximum amount specified in subclause (c) here above has been fixed on the understanding that the client will make available free of charge to the consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the general conditions of contract as required for the purposes of the services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of client]

[Authorized Representative]

For and on behalf of [name of consultant]

[Authorized Representative]

[Note: If the consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of the consultant

[name of Joint Venture Partner]

[Authorized Representative]

[name of Joint Venture Partner]

[Authorized Representative]



Form – III: Performance Security

To

Whereas (Name of the Consultant) herein after called the “Consultant” has undertaken _____
_____(Name of works) in pursuance of Contract No. _____
_____dated.....herein after called the “Contract”.

AND WHEREAS it has been stipulated by you in the Contract that the Consultant shall furnish you with a Bank Guarantee by (Name of the Bank) for the sum of (specify amount) as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant a guarantee; therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit if.....as aforesaid , without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until _____ Day of _____

[NAME OF GUARANTOR]

(Signature)

(Name)

Authorized Representative

Date: _____

Address: _____



PART 5

Annexure 1: Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the Goods be new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the Contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or equivalent or higher.” When other particular standards or codes of practice are referred to in the TS a statement should follow to the effect that other authoritative standards that ensure at least a substantially equal quality will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) *Detailed tests required (type and number).*
 - (c) *Other additional work and/ or Related Services required to achieve full delivery/ completion.*
 - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser therein.*
 - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.*

When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

Sl. No	Name Of Goods	Technical Specification and Standard
	UTM cum Router	General
1		Integrated Security Appliance which is capable of supporting UTM Firewall, Application Control, AV, Antispam, VPN, IPS, Web filtering etc.
2		Should support NAT without degrading the performance of the UTM Firewall.
3		Appliance should support IPSec NAT traversal.
4		Should support user authentication, LDAP, Radius, local user database.
5		Should support OSPF, RIP V1 and V2 routing protocol.
6		The Firewall should be ICSA Labs certified for ICSA 4.0 and EAL 4 certified, if not the same model
7		The proposed system shall support minimum 100 IP/User license for Firewall / VPN (IP Sec & SSL)/ IPS/WCF/AV
8		The device should belong to a family of products that attains NSS Approved Unified Thread Management (UTM) Certification.
9		Should provide a Http, Https, SSH, Telnet, SNMP based management console for managing and configuring various components of the appliance
10		Should allow total control to customize which traffic is subjected to decryption and inspection based on specific organizational compliance and/or legal requirements.
11		Should scan for threats in both inbound and outbound traffic simultaneously to ensure that the network is not used to distribute malware and does not become a launch platform for attacks in case an infected machine is brought inside.
12		Should provide real-time monitoring and visualization provides a graphical representation of applications, users and bandwidth usage for granular insight into traffic across the network.
13		Should have license and at least 3 year onsite warranty and support for the hardware and all the feature updates.
14		Should provide OEM certificate showing authorization from the manufacture for selling this product (MAF).
15		Technical training for the operation, configuration and management of the application should be provided at site.
16		Software, drives, manual and any other related document should be provided.

17		Should have redundant power supply.
		Networking & System Performance Requirements:
18		The Firewall should have a minimum of 8 x 10/100/1000 interfaces with auto sensing capacity, 2x WAN port, 1x console port, USB port and should support 2x 1GbE SFP Ports
19		Should have Firewall throughput of at least 10 Gbps and higher
20		Should have Internal storage of at least 128GB SSD or higher
21		should support multiple WAN connectivity mediums such as MPLS, ILL, Broadband, 3G - 4G on USB port, Point to Point lease line.
22		Should have NGFW throughput of at least 1 Gbps and higher
		Should support the standards-based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth.
		Should support automatic ISP failover as well as ISP load sharing for outbound traffic
23		The Firewall should support Static, Policy Based, and Multicast routing
24		Should support concurrent session at least 1.5 million and new session at least 45000 per second.
		Should support multiple WAN connectivity mediums such as MPLS, ILL, Broadband, 3G - 4G on USB port, Point to Point lease line.
		Operating System & Management Requirements:
25		Be easily backup or restored via GUI and CLI to/from local PC, remote centralized management or USB disk
26		The system shall support profile base login account administration, offering gradual access control such as only to Policy Configuration & Log Data Access
27		The proposed system shall be able to limit remote management access from certain trusted network or host with corresponding administrator account
28		The proposed system should be able to facilitate administration audits by logging detailed activities to event log for management & configuration updates
29		Bandwidth Control/ Restriction per IP Address group & per Policy should be available.
30		Traffic management: Option to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.
		Firewall Requirements:
31		The proposed system should have integrated Traffic Shaping / QoS functionality
32		Should support DHCP server & DHCP Agent functionality

33	The Firewall should support Stateful inspection with optional Policy based NAT (Static OR Dynamic)
34	The Firewall should support Inbound Port Forwarding with optional inbound Load Balancing
35	All internet based applications should be supported for filtering like Telnet, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC,SNMP, BGP, IMAP, NFS etc
36	Should support at least 5000 firewall policy.
37	The proposed system shall comply/support industry standards, LZTP, PPTP, IPSEC, ESP security, and SSL, Multi-zone VPN without additional external solution, hardware or modules:
38	Should support at least 200 SSL VPN concurrent users or higher.
39	The Firewall should support for TWO modes of SSL VPN: Web-only mode: for thin remote clients equipped with a web browser only and support web application such as: HTTP/HTTPS PROXY, FTP, SMB/CIFS, SSH, VNC, RDP. Tunnel mode, for remote computers that run a variety of client and server applications
	IPS
40	Appliance should protect against DOS & DDOS attacks.
41	Should provide details of attacks with the source of attack.
42	Should have the option to schedule reports for automatic generation & email it to admin
43	UTM Firewall must support inbound and outbound IPS scanning
	Antivirus
45	Antivirus should provide real-time detection of viruses and malicious code at the gateway for SMTP, HTTP, FTP etc internet traffic.
46	Automatic Frequent updates of virus pattern should be provided.
47	TM Firewall must support inbound and outbound Antimalware/Antispyware scanning.
	Web Content Filtering
48	Should have facility to block the URL's based on categories.
49	URL categories should have granular control like Allow/Block, Bandwidth Management.
50	Should be able to block different categories / sites based on users/groups.
51	The solution should be able to block spywares/adware's etc.
52	The proposed UTM Firewall shall be able to identify, decrypt and evaluate SSL traffic and proposed solution support Native TLSv1.3 for inspection.
53	Logging and reporting

54		It shall have a logging & reporting solution from day one.
55		Solution to provide multi-threat reporting by collecting information on thwarted attacks, providing instant access to threat activities detected by UTM Firewall using the ATP, Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention and Application Intelligence and Control Service.
56		The solution should help to analyze/understand the live application usage in the network.
57		Solution to provide powerful insight into application traffic, bandwidth utilization and security threats, while providing powerful troubleshooting capabilities.
1	POE Switch	Hardware
2		Interfaces at least 24x GE RJ45 and 4x GE SFP
3		RJ-45 Serial Console Port at least 1
4		Form Factor 1 RU Rack Mount
5		Power over Ethernet (PoE) Ports 12 (802.3af/at)
6		POE Power Budget 185W max
		System
7		Switching Capacity (Duplex) 56 Gbps or higher
8		Packets Per Second (Duplex) 83 Mpps or higher
9		MAC Address Storage at least 8 K
10		Network Latency 4µs max
11		VLANs Supported 4 K or higher
12		Link Aggregation Group Size at least 8
13		Total Link Aggregation Groups at least 8
14		DRAM 256 MB DDR3 or higher
15		FLASH 32 MB or higher
		Certification and Compliance
16		FCC, CE, RCM, VCCI, BSMI, UL, CB, RoHS2
		Warranty
17		Limited lifetime warranty
		Should provide OEM certificate showing authorization from the manufacture for selling this product (MAF).

	Access Point	Architecture
1		The Access Point should support IEEE 802.11a/b/g/n/ac Wave-2 standards
2		Should have the tripple radio option and should be able to support devices on 2.4GHz and 5 GHz simultaneously
3		Should support radio1 as 2.4 GHz b/g/n and radio2 as 5 GHz a/n/ac
4		Should have at least 4 Internal Antennas
5		Should have minimum 2x 10/100/1000 Base-T RJ45, 1x Type 2.0 USB, 1x RS232 RJ45 Serial Port.
6		Should support Power over Ethernet (PoE) 802.3at PoE default
7		Access point should support Wi-fi 6 and 2x2 Multi User MIMO .
8		The access Point should support throughput in Radio 1: Up to 574 Mbps, and Radio 2: Up to 1,201 Mbps
9		Access point should support packet sniffer mode for troubleshooting.
		Mobility
10		Should support L2 and L3 wireless controller discovery
11		Should support auto-selection of RF channel and transmit power
12		Access point must have following wirless monitoring capabilities:
13		a) Frequencies scanned for 2.4 and 5 GHz
14		b) Background scan with client access on 2.4 and 5 GHz
15		c) Full-time scan as dedicated monitor while serving 2.4Ghz & 5Ghz clients for data access
16		d) Should support one radio for air monitor and another radio for client access.
17		WME Multimedia Extensions support 4 priority queues for voice, video, data and background traffic
18		Certified by the Wi-Fi Alliance's
19		Should support at least 16 Simultaneous SSIDs
20		Should support following EAP types : EAP-TLS EAP-TTLS/MSCHAPv2 EAPv0/EAP-MSCHAPv2 PEAPv1/EAP-GTC EAP-SIM EAP-AKA EAP-FAST
21		Should support self-healing, self-optimizing local mesh extending network availability to areas without an Ethernet infrastructure. Include if any license required
22		Should support Peak antenna gain of minimum 4.5 dBi for 2.4 GHz, 5.5 dBi for 5 GHz
23		Should support atleast 23dBm Transmission Power
24		Should support Local AP diagnostic web portal
25		Access Points must support Hardware -based DTLS encryption on CAPWAP Standard

		Authentication
26		WPA™, WPA2™, and WPA3™ with 802.1x or Preshared key, WEP, Web Captive Portal, MAC blocklist & allowlist
		Management
27		Should be centrally managed through an on-premise wireless controller of the supplied U™M
28		Should support DNS based Controller discovery, DHCP Based Controller discovery and static discovery
29		The centralized Wireless-Controller should have facilities for uploading floor map & floor map should give details like AP location and status of APs and placement of APs on the same
30		Wireless Controller should have facilities like spectrum analysis, rouge AP detection and suppression, per radio and per SSID users load, bandwidth utilisation etc.
31		Should support web-based secured management interface
32		Should support Command line(CLI) to access point
33		Should support mounting options of Ceiling, T-Rail and wall all these accessories should included with box. If not quote all mounting kit.
34		Should provide OEM certificate showing authorization from the manufacture for selling this product (MAF).

Note:

1. Clearly mention make/model number /name of the product offered.
2. Enclose detailed literature of the product.
3. Enclose technical compliance table for each technical specification mentioned above. Any deviation from the above-mentioned specification should be clearly brought out in the compliance table.
4. Installation/configuration of the product will be carried out by the supplier and any additional expenditure should be clearly mentioned.