**THIMPHU TECHPARK LIMITED**



**Bidding Document for Supply and installation of Server**

**NIQ No TTPL/Pro-04/2021/ dated: 1st April 2021**

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**Notice Inviting Quotation (NIQ)**

1. The Thimphu TechPark Limited (TTPL), is pleased to invite bids from the eligible bidders for *Supply and Installation of Server* as per the scope of supply mentioned hereinafter.
2. Detailed specifications, scope of supply and terms and conditions of supply are given in the Bidding Document:

|  |  |  |
| --- | --- | --- |
| NIQ No.  | : | TTPL/Pro-04/2021/ dated 1st April 2021. |
| Last date for Bid receipt & time | : | Up to 21st April, 2021 by 11:00 AM through online submission through tender.bt |
| Bid opening date & time | : | On 21st April, 2021 at 11:30 AM through online platform. |

1. Bidding document shall be available to all interested and eligible bidders.

1. All Bids must be accompanied by Bid Security for an amount of BTN 40,000 {forty thousand only} in the form of Demand Draft /Cash Warrant / Bank Guarantee, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid till **20st June, 2021**. **The bid security in hard copy should be submitted to Dy. Procurement Manager, TTPL, prior to the submission deadline.** Bids not accompanied with an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by TTPL.
2. The offer should be submitted via online platform before 1100 hrs by the last date for Bid receipt. The bids shall be opened, on the same date at 1130 hrs. Any late bids will be rejected by the system automatically.
3. In case of unscheduled holiday on the last date for Bid receipt, the Bid receipt date / time and bid opening date and time will get extended up to the next working day.
4. The bid document for the above procurement comprises of the following Sections:

SECTION– I: INSTRUCTIONS TO BIDDERS (ITB)

SECTION–II: BIDDING FORMS

SECTION–III: GENERAL PURCHASE CONDITION (GPC)

SECTION–IV: TECHNICAL SPECIFICATION

SECTION–V: CONTRACT FORMS

1. Bid Security must be addressed to:

Chief Executive Officer,

Thimphu TechPark Limited.

1. The Bid should be valid for a period of Sixty (60) days from the date of Bid Opening.
2. **Delivery Schedule and Place**

Date of completion of Delivery: **45 days from placing the Supply Order.** (No extension will be provided, despite the Covid-19 crisis)

Place to be delivered: Thimphu TechPark Limited Office, WangchuTaba, Thimphu.

1. **Contact Personnel:**

Interested bidders may contact the following person (Nodal officer) for any clarification:

Designation: Dy. Procurement Manager.

Phone No. 17783881

Thanking you,

Yours faithfully,

For and on behalf of the Thimphu TechPark Limited.

**Signature ………………………………………**

**Designation: Dy. Procurement Manager.**

## **SECTION I - INSTRUCTION TO BIDDERS (ITB)**

## **Bidding Documents**

* 1. The detailed scope of supply of goods required with technical specifications, bidding procedures and contract terms are prescribed in the Bidding Document. This Bidding Document includes the following:
1. Notice Inviting Tender
2. Instruction to Bidders
3. Bidding Forms
4. General Purchase Conditions
5. Technical Specifications
6. Contract Forms

 All these documents collectively or separately referred to as Bid Documents.

* 1. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

## **Amendment of Bidding Documents**

* 1. At any time prior to the deadline for submission of bids, the TTPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
	2. The Addendum, if any shall be available on the website tender.bt. The TTPL may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

## **Clarification on Bidding Document**

* 1. The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification promptly. A prospective Bidder requiring any clarification on Bidding Documents may notify TTPL in writing to the address mentioned in NIQ, not later than the date and time specified therein.
	2. TTPL will issue clarification(s) as it may think fit in writing. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder’s offer. Copies of TTPL’s response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with TTPL or to whom the Bidding Documents are issued.
	3. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified in the NIQ or extended date, if any, shall not be entertained.

## **Language of Bid**

* 1. The Bid, and all correspondence and documents related to the Bid shall be in English. Additional/supporting documents provided by the Bidder related to the Bid shall be in English and if in any other language should be translated to English. The English translation shall prevail for the purpose of bid interpretation.

## **Cost of Bid Preparation**

* 1. Bidders shall bear all costs associated with the preparation and submission of bid. TTPL, hereinafter referred to as Purchaser/ employer, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **Modification and Withdrawal of Bids**

* 1. The bidder, on submission of written application, may modify or withdraw its bid after the bid’s submission but prior to the deadline for submission of bid.
	2. No bid can be modified subsequent to the deadline for submission of bids.
	3. No bid will be withdrawn in the interval between the deadline for submission of bid and expiration of the period of the bid validity or any extension thereof.

## **Price Schedule**

* 1. Price should be quoted in Bidding **Form 2: Price Schedule Forms**
	2. Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation on any account unless otherwise specified by the TTPL in the Bid Documents.
	3. A Bid submitted by Bidder with price adjustment condition shall be treated as non- responsive and shall be rejected unless and otherwise permitted by the TTPL.
	4. A Bid submitted with a fixed price quotation against Bids invited with price variation will not be rejected but the price adjustment shall be treated as zero for the purpose of evaluation of bid.

## **Performance Security**

* 1. Within ten (10) working days of the receipt of notification of award from the company, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:

(a) Un-conditional bank guarantee in the form, Contract Forms, or another form acceptable to the company, or

(b) Banker’s certified cheque/cash warrant, or

(c) Demand draft.

* 1. If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder’s option, by a bank located in Bhutan or by a foreign bank acceptable to the company through a correspondent bank located in Bhutan.
	2. 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 company may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by The company to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as “withdrawal” and all relevant clauses shall apply.

## **Correction of Arithmetical Errors in the Price Bid**

* 1. Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause the Bid will be rejected and the Bid security will be forfeited.
	2. If there is a discrepancy between the product of unit price and quantity for each item, and the total price, the unit price and quantity will prevail and the total price shall be corrected unless in the opinion of the TTPL there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted will govern and unit rate will be corrected accordingly.
	3. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.
	4. If there is a discrepancy between words and figure of the total price for each item wherever the Bid document requires the figures to be written in both words and figures the amount in words will prevail unless the amount expressed in word has an arithmetic error.
	5. In case the Bidder has not filled up unit price against any item, TTPL shall treat the price of unfilled items as zero for the purpose of evaluation& comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost has been absorbed elsewhere in the Price Bid.
	6. In case price for any specific item is given by a Bidder as lump sum instead of unit rates as required, the TTPL reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity in the Price Schedule. In case of multiple items if the Bidder has quoted a lump sum price, in the event such Bidder is declared successful, the break-up of unit prices shall be discussed and agreed during the pre-award discussions with the Bidder subject to the lump-sum amount as quoted by the Bidder, and the break-up as agreed shall form part of the Letter of Award.

## **Period of Validity of Bids**

* 1. Bids shall remain valid for a period as specified in the NIQ. A bid valid for a shorter period shall be rejected by the TTPL as non-responsive.
	2. In exceptional circumstances, prior to expiry of the bid validity, TTPL 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 be extended for a corresponding period. A bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

## **Currency of Bid**

* 1. The unit rates and prices shall be quoted by the Bidder in the local currency except in case of goods to be imported to kingdom of Bhutan. In those cases the prices can be quoted in any freely convertible currency.
	2. The rates of exchange to be used for conversion into Bhutanese Ngultrum for evaluation and comparison, shall be selling exchange rate on the date of Bid opening or immediate preceding date if rate of exchange for the date of Bid opening is not available as posted by the Royal Monetary Authority of the Kingdom of Bhutan.
	3. The Bids shall be evaluated in accordance with ITB. 16, but the payment shall be made in the currency of Bid.

## **Bid Security[[1]](#footnote-1)**

* 1. The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount as specified in NIQ. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft payable to the TTPL as per **Form 1: Bid Security (Bank Guarantee)** issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.
	2. The Bid Security will remain valid till Thirty (30) days after the Bid validity as specified in the NIQ.
	3. The bid security shall be forfeited:
		1. If a bidder withdraws its bid during the period of bid validity as per ITB. 9.1;
		2. If a bidder does not accept the arithmetical corrections of its bid price, as per [ITB.8.1](#D).
	4. Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Purchase Order. In case of single stage-two envelope mode of tendering, bid security of non-responsive bids shall be returned immediately after technical evaluation.
	5. The bid security of the successful bidder shall be returned immediately after signing of contract/ issue of Purchase order.

## **Documents comprising the bids**

* 1. The bid submitted by the Bidder shall comprise the following documents:
1. Original Demand Draft/Bank Guarantee for the amount of Bid Security as specified in NIQ where applicable;
2. Statement of Compliance as per Form 3: Statement of Compliance;
3. Price Schedule Form as per Form 2: Price Schedule Forms;
4. Valid Trade License and latest Tax Clearance Certificate;
5. Power of Attorney, if required;
6. Any other additional information/documents which bidder wishes to provide in his bid.

## **Signing of Bids**

* 1. The Bid shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the Bidder with official seal. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document. Bids sent by Fax/ or on Email/ will not be accepted.

## **Submission of Bids**

* 1. Each Bidder shall be permitted to submit only one Bid against any NIQ
	2. Bids shall be submitted in the manner as specified in this Bid Document**.**

## **Opening of Bid**

* 1. In the case of Single Stage Two Envelope Bids, on the deadline for submission of Bid the non-financial Bid shall only be opened. The date for opening of the Price Bid shall be intimated at the appropriate time to the Bidders whose Bid is found responsive in the techno-commercial evaluation. The technical and financial Bid shall be opened on

the date and time so specified in the presence of representatives of the Bidder who wish to attend. During the Price Bid opening the following information shall be publicly announced for the Bidders to note:

* 1. The name of the Bidder;
	2. The total price offered;
	3. Discounts offered;
	4. Alternative Bids, if any;
	5. Such other details as TTPL may consider appropriate;
	6. In case of single stage single envelop bidding the price bids will be opened on the Bid opening date specified in the NIQ.

* 1. TTPL will open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the invitation for bid. However, the Bidder’s representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only two representative against each bid will be allowed to attend.
	2. Bid (if any) for which an acceptable notice of withdrawal has been received shall not be opened. On opening the remaining bids, the TTPL will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
	3. At bid opening, TTPL will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security and such other details as the TTPL may consider appropriate.
	4. TTPL shall prepare, for its own records, minutes of bid opening.

## **Bid Evaluation**

* 1. To facilitate examination, evaluation and comparison of bids the TTPL may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
	2. If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced TTPL may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items offered. Abnormally low Bid may or may not be accepted. If TTPL decides to accept the abnormally low Bid/or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security equivalent to the difference between the estimated and quoted price to a maximum of ten percent (10%) of the quoted price, to protect TTPL against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the TTPL, then the TTPL may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bids if considered to be abnormally higher than the estimated cost.
	3. Prior to detailed evaluation, TTPL will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The TTPL’s determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
	4. A Bid determined as not substantially responsive will be rejected by the TTPL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
	5. The TTPL may waive minor infirmity or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	6. Normally no request for extension of Bid Opening Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, TTPL may at its discretion, extend the bid opening date and/or time.
	7. The evaluation shall be done on the basis of Item wise [*total price for each of the procurement covered in the NIQ*], The Bidder shall be allowed to quote only for all the items covered in the package.
	8. TTPL may grant a margin of preference to goods manufactured in Bhutan in those cases where limited tender enquiry includes foreign bidders who makes the bid for supply of goods manufactured out of Kingdom of Bhutan except India. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs, Royal Government of Bhutan. For this purpose the prices quoted by the foreign bidder for goods manufactured out of Kingdom of Bhutan will be loaded with five percent (5%) and then comparison of the total price will be made to arrive at the lowest bidder.

## **Contacting the TTPL**

* 1. No Bidder shall contact TTPL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
	2. An effort by a Bidder to influence the TTPL in its bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

## **Award Criteria**

* 1. TTPL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

## **Deviation:**

* 1. Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, should the bidders still envisage any exceptions/deviations to the terms and conditions of the Bid Document the same should be indicated in the deviation schedule as per the **Form 4: Deviation Schedule** along with the technical bid. If the proforma is left blank or not submitted, then it will be construed that the bidder has not taken any exception/deviation to the terms and conditions of the Bid Document. Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the TTPL, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.
	2. Deviations specifically declared by the bidders in the respective Deviation Schedule only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the deviation Schedule. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedule shall be added to the bid price to compensate for those deviations. In case prices for the withdrawal of deviations are not furnished by the bidder, TTPL shall convert such deviations into BTN value and add to the bid price to compensate for these. In determining the value of the Deviations, TTPL will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to TTPL. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedule, the bid security of the bidder may be forfeited. In case of any deviation in payment terms loading for interest on advance payment of landed cost per annum or as per prevailing market rates shall be considered.
	3. TTPL reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the TTPL.

## **Notification of Award:**

* 1. Prior to expiry of the period of bid validity or extended validity, TTPL will issue Purchase Order to the successful Bidder(s).
	2. The Vendor shall return duplicate copy of the Purchase Order duly signed and stamped, as a token of unconditional acceptance of the purchase order, within **Ten (10)** from the date of issue of Purchase Order.

**SECTION II - BIDDING FORMS**

## **Form 1: Bid Security (Bank Guarantee)**

*(On non-judicial stamp paper of the value relevant to the place of execution)*

Bank Guarantee No. ........................

Date..................................................

To

[TTPL’s Name and Address]

Dear Sir/ Madam,

In accordance with NIQ No. ..................................., M/s ........................................ having its Registered/Head Office at ................................................. (here-in-after called the 'Bidder') wish to participate in the said Tender for ....................*[Name of Tender]* ................................as irrevocable bank guarantee against Bid Security for an amount of .............[*insert in words and figures\*]*....................... valid up to...............*[insert date@]*..................is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ...........................................*[Name & address of the Bank]* ....................................... having our Head Office at ........................... (#) ...................... guarantee and undertake to pay immediately on demand by the Thimphu TechPark Limited (TTPL) or its authorized representative, the amount of .....................*[insert in words and figures*\**]*..................... without any reservation, protest, demand and recourse. Any such demand made by TTPL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to ......................(\*)........... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s...................... *[Bidder's Name]*....................... on whose behalf this guarantee is issued.

All rights of TTPL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by TTPL under this Guarantee against the Bank within thirty (30) days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this............................day of................................20..........at.........

**WITNESSES: SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**

|  |  |
| --- | --- |
| 1.……………………………………………(Signature) | 1.……………………………………………(Signature) |
| ……………………………………………(Name)……………………………………………(Official Address) | ……………………………………………(Name)……………………………………………(Designation) |
|  |  |

Authorized vide

Power of Attorney No:………………….

Date…………………………………….

|  |  |
| --- | --- |
| 2.……………………………………………(Signature) | 2. ……………………………………………(Signature) |
| ……………………………………………(Name)……………………………………………(Official Address) | ……………………………………………(Name)……………………………………………(Designation) |

Authorized vide

Power of Attorney No:………………….

Date…………………………………….

|  |  |  |  |
| --- | --- | --- | --- |
| **Note:** |  | 1. | (\*) Shall be as specified in the NIQ.(@)The Bid security shall be valid till the date as specified in NIQ(#) Complete m­ailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of t­he contact person. |

## **Form 2: Price Schedule Forms**

1. List of Goods and Delivery Schedule (Lot – 1) (IT Equipment)

*The tender will be awarded to the bidder who quotes the lowest for the entire lot. The rate should be valid for one year for any variation/additional purchase within the time of the validity.*

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s Offered Delivery Date”, which is to be filled by the Bidder]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  **Item No.** | **Description of Goods**  | **Qty** | **UoM** | **Rate** | **Amount** | **Final Destination as specified in NIQ** | **Delivery Date** |
|  **Delivery Date**  | **Bidder’s Offered Delivery Date [*to be provided by the Bidder*]** |
|  | *Specifications attached.* |  | *[CIF, insert place of delivery]* |  *[Insert exact date as applicable]* | *[insert the number of days following the date of effectiveness the Contract]* |
| *1.* | *Server* | *2*  | *Sets* | *Please submit the rates online.* | *Please submit the rates online.* | *TTPL Office, Thimphu.* | ***Within 45 Days of delivery of the product.*** |  |
| *2.* | *Rack Mount Monitor* | *1* | *Sets* |

**Total Quoted Amount: In Words …………………………………………………………………………………………………………………..**

**Sealed and Signed**

**3. List of Related Services and Completion Schedule**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Description**  | **Qty** | **Amount**  | **Completion Date** |
| **Completion of related services** | **Bidder’s offer on completion date [*to be provided by the Bidder*]** |
| *1* | *Supply and installation of the entire lot* | *Lumpsum* |  | *45 days [Insert the days as applicable by Procuring Agency]* | *………………… [Insert the number of days]*  |

**Note:** The formats of the Price Schedule may be modified depending upon the requirement of each package/procurement.

**Sealed and Signed**

## **Form 3: Statement of Compliance**

To

[TTPL’s Name and Address]

Dear Sir/Madam,

With reference to our Bid dated........................for supply of................... against NIQ No........................., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

*[List of clauses to be inserted with clause heading and reference number, as applicable]*

* + 1. …………………………….
		2. …………………………….
		3. …………………………….
		4. …………………………….
		5. …………………………….
		6. …………………………….

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to TTPL failing which the Bid security may be forfeited

|  |  |
| --- | --- |
| **Sealed and signed** |  |
|  |  |
|  |  |
|  |  |

## **Form 4: Deviation Schedule**

**(Only exceptions/deviations to be mentioned)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section No. (Page No.)** | **Clause No.**  **Sub-clause No.**  | **Details of deviation**  | **Cost Compensation for Deviation** | **Remarks** |
|  |  |  |  |  |

**Sealed and Signed**

**SECTION III- GENERAL PURCHASE CONDITIONS (GPC)**

* + - 1. **Definition:**

 The following terms and expressions used herein shall have the meaning as indicated therein:

1. “Bid” means an offer to supply Goods in accordance with the terms and conditions set out in the Bidding Documents inviting such offers. The term “Tender” is synonymous with the term “Bid”;
2. “Bidder” means an eligible legal entity who has been invited to submit the Bid and have submitted the Bid in response to such invitation; the terms “Bidder” and “Tenderer” are synonymous;
3. “Bidding Documents” means the set of documents issued by TTPL 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;
4. “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, and the services incidental to the supply of the Goods, and other obligations of the Supplier under the Contract;
5. “Supplier” means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with TTPL for the supply of Goods;
6. “Warranty Period” means the period of validity of the warranties given by the Supplier commencing at completion of procurement of goods or a part thereof, if separate completion of the procurement of goods for such part has been provided in the Contract, during which the Supplier is responsible for defects with respect to the goods.
	* + 1. **Language**
	1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and TTPL, shall be written in English. 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 English, in which case, for purposes of interpretation of the Contract, the translation shall govern.

* 1. 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.
		+ 1. **Governing Law**
1. 1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan and courts at shall have exclusive jurisdiction for settlement of disputes if any between TTPL and Supplier.
	2. The Supplier shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan.
	3. The Supplier shall indemnify and hold harmless TTPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.
		* 1. **Supplier’s Responsibilities**
	4. The Supplier shall supply all the Goods in accordance with **Section IV** **Technical Specifications** and the Delivery and completion requirements as per General Purchase Condition.
		* 1. **TTPL’s Responsibilities**
	5. Whenever the supply of Goods requires that the Supplier needs obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese authorities, TTPL 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 and liabilities for any failure to obtain such permits, approval, and/or import and other licenses or similar permissions.
		* 1. **Inspection and Tests**
	6. All materials manufactured by the Supplier himself and/or his sub-Contractor shall be subject to inspection, check and/or test by the TTPL or his authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of Supplier and/or his authorized representative. If upon delivery the material does not meet the specifications, the materials shall be rejected and returned to the supplier for repairs/modifications etc. or for replacement. In such cases all expenses including the to and fro freight, repacking charges etc. shall be to the account of the Supplier. Inspection by the TTPL and/or his authorized representative or failure by the TTPL and/or his authorized representative to inspect the material shall not relieve the Supplier of any responsibility or liability under this contract in respect of such material nor be interpreted in any way to imply acceptance thereof by the TTPL.
		* 1. **Packing, Delivery and Documents**
	7. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit. All exposed services /connections /protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the word “handle with care”. 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.
	8. 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 Section IV, Technical Specifications, and in any other instructions ordered by TTPL.
	9. The Delivery of the Goods shall be in accordance with the Delivery and completion requirements specified in **Section IV,** **Technical Specifications**.
	10. The details of shipping and other documents to be furnished by the Supplier shall be specified in the purchase order. The documents shall be received by TTPL before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	11. The Supplier shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch, failing which the Supplier shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges etc.
		* 1. **Insurance and Transportation**
2. 1. The Goods supplied under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to manufacture or acquisition, transportation, storage and Delivery.
	2. The insurance covers to be taken by the Supplier shall be equal to 110% of the value of Goods valid till thirty (30) days after the Delivery of Goods. In case of delays attributable to the Supplier, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual Delivery of the Goods. However, if the delays are attributable to TTPL, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by TTPL.
	3. The insurance cover shall be in the names of TTPL and the Supplier, wherein the beneficiary will be TTPL and the Supplier will be the custodian. The Supplier shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
	4. All goods and related services (if any) shall be arranged by the supplier and responsibility for transportation of the Goods shall be by the Supplier.
	5. In case, any other mode of transport has to be resorted to other than that mentioned in above clause, the same shall be done only after obtaining prior approval in writing from the TTPL.
		* 1. **Contract Price**
	6. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
	7. Prices charged by the Supplier for the Goods under the Contract shall be firm and not subject to any escalation till the completion of the supply of Goods as per the Contract or any amendment thereof.
		* 1. **Terms of Payment**
3. 1. The Contract Price, including any advance payments, if applicable, shall be paid as under:

***100% payment shall be made after deduction of retention money within 30 (thirty) days from the date of receipt of materials and complete submission of shipping/delivery documents. Bank charges for payment, if any, shall be deducted from the supplier’s account.***

* 1. Payments shall be made promptly by TTPL, no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of TTPL. In case of incomplete/ non-compliant invoices and documents, TTPL shall ask the Supplier to re-submit the invoices and documents with full compliance.
	2. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Contract Price is expressed.
		+ 1. **Taxes and Duties**
	3. For Goods supplied by the Supplier from outside the Kingdom of Bhutan, the Supplier shall bear and pay all applicable taxes, stamp duties, license fees levy and other similar levies imposed outside the Kingdom of Bhutan until the Goods are delivered **CIF Place of Delivery**. Any local taxes and duties imposed on the goods beyond the point of CIF place of delivery, including custom duties, shall be borne and paid by TTPL.
	4. Bidders participating from India and supplying materials and services from within India for bonafide use in the Kingdom of Bhutan shall quote the rates and prices for the items in the Price Schedule exclusive of any effect of Goods and Service Tax (GST). Payment of such tax would be reimbursable to the Contractor on submission of the documentary evidence subject to actuals if required based on the Agreement between The Government of India and Royal Government of Bhutan.
	5. For Goods manufactured and supplied by the Suppliers from the Kingdom of 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 Place of Delivery.
	6. At the time of release of payment, three (3%) percent TDS on service portion shall be deducted from the suppliers having Bhutanese trade license, or from the suppliers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. TTPL shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
	7. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Kingdom of Bhutan, TTPL shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		+ 1. **Retention Money**
	8. TTPL shall retain 10% (ten percent) of the value of each running bill due to a Supplier till the end of the Warranty Period. The retention money is the aggregate monies retained by the TTPL from the amount payable to the Supplier to the extent that the final retained amount reaches the limit of retention money as per the contract agreement which shall be ten percent (10%) of the Contract Price.
	9. The retention money or part thereof shall be returned to the Supplier on completion of the Warranty Period.
	10. If the Supplier fails to remedy any reported defect within the Warranty Period, the TTPL shall withhold the payment or realize claims from the Retention Money, of an amount, which in the opinion of the TTPL, represent the cost of the defects to be remedied.
		+ 1. **Liquidated Damages for delay in delivery**
1. 1. If the Supplier fails to deliver all of the Goods by the date(s) of Delivery specified in the Contract, TTPL 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 1% of the delivered price of the delayed Goods or unperformed Services for each week** of delay until actual Delivery or performance, up to a maximum deduction of ten (10) percentage of the executed Price. This is an agreed genuine pre estimate of the damages the TTPL may suffer due to delay in delivery. If in the opinion of TTPL the Supplier is indefinitely delaying the supplies, TTPL may terminate the Contract. In such event TTPL reserve the right to purchase the material equipment from elsewhere at the sole risk and cost of the Supplier and recover all such extra cost if any incurred by TTPL in procuring the material from alternative source.
		* 1. **Warranty**
2. 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.
	2. The Supplier further warrants that the Goods and spares supplied, in accordance with the Contract Documents, 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 the Kingdom of Bhutan.
	3. The warranty shall remain valid for **twelve (12) month**s after the materials or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for eighteen (18) months after the date of shipping from the port or place of loading in the country of origin, whichever period concludes earlier.
	4. TTPL shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. TTPL shall provide all reasonable opportunity for the Supplier to inspect such defects.
	5. Upon receipt of such notice, the Supplier shall, within the period of 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to TTPL.
	6. In case the Goods are required to be taken back to the Supplier’s works, or any other such place which the Supplier may think fit, all costs incidental to such movement of Goods and their repair, replacement thereof, will be borne by the Supplier. In such cases, the Supplier shall provide a security in the form of Bank Guarantee to TTPL, valid for twelve (12) months, for value of the Goods equivalent to payments made by TTPL for such Goods.
	7. If, having been notified, the Supplier fails to remedy the defect within the period specified in GPC.15.5, TTPL 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 TTPL may have against the Supplier under the Contract.
		* 1. **Limitations of Liability**
	8. Except in cases of gross negligence or willful misconduct:
3. 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 this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to TTPL; and
4. the aggregate liability of the Supplier to TTPL, 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 goods, or to any obligation of the Supplier to indemnify TTPL with respect to patent infringement.
	* + 1. **Force Majeure**
	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 delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	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 RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
	3. If a Force Majeure situation arises, the Supplier shall promptly notify TTPL in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by TTPL 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.
		* 1. **Termination**
	4. **Termination for Default**
		1. TTPL, 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:
	5. 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 TTPL; or
	6. if the Supplier fails to perform any other obligation under the Contract; or
	7. if the Supplier, in the opinion of TTPL has engaged in fraud and corruption, in competing for or in executing the Contract, TTPL shall be the final authority to decide whether the Supplier has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Supplier; or
	8. If the vendor becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.
		1. In the event TTPL terminates the Contract in whole or in part, pursuant to TTPL may procure, upon such terms and in such manner as it deems appropriate, Goods similar

to those undelivered, and the Supplier shall be liable to TTPL for any additional costs incurred by TTPL in procurement of such undelivered Goods. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

* 1. **Termination by Supplier**
		1. If,
1. TTPL commits a substantial breach of the Contract, the Supplier may give a notice to TTPL that specifies the breach and requires TTPL to remedy the same. If TTPL fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier’s notice, or,
2. If the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to TTPL, including but not limited to TTPL’s failure to obtain any governmental permit necessary for the Delivery of Goods, which TTPL is required to obtain as per provision of the Contract or as per relevant applicable laws, the Supplier may give a notice to TTPL to carry out such obligation under the Contract and if TTPL fails to comply within thirty (30) days after receipt of the Supplier’s notice, then the Supplier may, referring to this sub-clause, forthwith terminate the Contract.
	* 1. In the event of termination, all payments due to the Supplier for the Goods already delivered, shall be settled by TTPL with no further liability on any account whatsoever.
	1. **Termination by Force Majeure**
		1. Supplier shall not be considered in default if delay in delivery occurs due to Force Majeure.
		2. Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the TTPL, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the TTPL. In the event of such cancellation, the Supplier shall refund any amount advanced or paid to the Supplier by the TTPL and deliver back any materials issued to him by the Supplier and release facilities, if any provided by the TTPL.
			1. **Delivery Schedule**
	2. Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Purchase Order. Delivery of the equipment/materials described shall be deemed to constitute acceptance of this contract and Terms and Conditions by the Supplier at the prices specified.
		* 1. **Patent Right**

GPC.20.1 Royalties and fees for patents covering material processes used in manufacture of the goods shall be to the account of the TTPL. The Supplier shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the TTPL indemnified in that regard. In the event, of any material or part thereof supplied by the Supplier is involved in any suit or other proceedings held to constitute infringement and its use is enjoyed, the Supplier shall, at his own expenses, either procure for the TTPL the right to continue the use of such material or replace it with a non-infringing material or modify it so it becomes non-infringing.

* + - 1. **Sub- Letting**

GPC.21.1 The Supplier shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the TTPL. Such assignments or sub-letting or transfer shall not relieve the Supplier from any obligation, duty and responsibility under this contract. Any assignment, transfer or sub-letting without the prior written approval of the TTPL shall be void. The TTPL shall have the right to cancel the order and to purchase the goods from elsewhere and the Supplier shall be liable to the TTPL for any loss or damage which the TTPL may sustain in consequence or arising out of such purchase and the Supplier shall indemnify such loss or damage to the TTPL.

* + - 1. **Variations**

GPC.22.1 TTPL, during execution of the Contract, may vary the quantity of the Goods within variation of the total Contract Price by **plus/ minus hundred percent (+/- 100%) but without any change in unit price or other terms and conditions**. The item wise quantities may also vary to the same extent without any adjustment in the unit rates.

GPC.22.2 TTPL may, by variation order to the Supplier, at any time before the supply of Goods is completed, instruct the Supplier to vary the quantity of the Goods. The Supplier shall not vary the quantity of the Goods, except in accordance with a variation order from TTPL.

GPC.22.3 TTPL shall on its own or on the basis of a request from the Supplier, after due consultation with the Supplier, decide whether or not the variation shall be carried out. If TTPL decides that the variation shall be carried out, TTPL shall issue a variation order clearly identified as such in accordance with the Supplier's submission or as modified by mutual agreement. The Delivery schedule for such extra quantities will be mutually agreed between TTPL and the Supplier.

**SECTION-IV: TECHNICAL SPECIFICATION**

## **Scope of Supply**

The scope of the supply and installation includes the supply of list of items mentioned below in line with the specification highlighted in the section below. There shall not be any deviations in the specs highlighted below, and also the time period for the delivery schedule will not be increased.

Hence, we would like to request you to quote only if you are guaranteed of being able to supply. Also, the Liquidated Damages are quite high, so please take note of that.

We have also highlighted that the quantity may increase by up to 100%, hence the rates shall be valid for another 1 year.

## **Technical Specifications**

# **Server**

* **Power supply**: Dual and high-efficiency power supplies/ Titanium/ Hot plug
* **Processor**: 2 X Intel Xeon 14C E5-2690 v4 2.6GHz 35MB Cache
* **Memory**: (32X8) GB DDR4-2400 ECC Registered DIMM
* **HDD**: 5x1TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-Plug AG Drive; 2xPCIe SSD 128GB inbuilt; A minimum of 12 onboard hot plugging slots;
* **RAID controller**: On-board with RAID 0, 1, 5, 10
* **Network Interfaces**: 2 x 10G SFP+ ports; 6 x 1G Ethernet Port;
* **Ports**: 2 or more USB 3.0 ports; 1 VGA port; 1 RJ45 dedicated IPMI LAN port;
* **Compatibility**: VMware ESXi 6.x certified
* **Form Factor**: 1U/2U

# **Rackmount Monitor**

**Rackmount Monitor**:

* 1U 17" HD (1080p) LED Rack Console - with Integrated VGA KVM Switch (8 port) with accessories (Cables)

**SECTION V- CONTRACT FORM**

## **Form No. 1: Purchase Order**

*(Format as per SAP to be used)*

1. “ This clause will not be included in those cases where Bid security is not required [↑](#footnote-ref-1)