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BOB

BANK OF BHUTAN

A dhi Company

Banker to the Nation since 1968

STANDARD BIDDING DOCUMENT

FOR SUPPLY, DELIVERY AND CONFIGURATION OF WEB APPLICATION FIREWALL (WAF) FOR FIVE YEARS

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NOTICE INVITING TENDER

NIT No.: 000/BoB/Tender/2024/32 **Date: 21 October 2024**

- **Purchaser Name**: Bank of Bhutan
- **Procurement of Goods**:
  Bank of Bhutan would like to invite the Bhutanese firm with the valid trade license to participate for supply, delivery and configuration web application firewall (WAF) for 5 years.

  The subscription is as below;

SL#	Part Code	Description	Qty
1	F5-ADD-BIG-AWF-R5XXX	BIG-IP Advanced Web Application Firewall Module for r5X00	2
2	F5-SVC-BIG-PRE-L1-3	Level 1-3 Premium Service for BIG-IP (7x24) - Service Length 12 Months	2
3	F5-SBS-BIG-TC-2-3YR	BIG-IP Subscription: Advanced WAF Threat Campaigns License 3Y (r5xxx)	2
4	Implementation	Implementaion as per the scope	1

OWNERSHIP OF THIS STANDARD BIDDING DOCUMENT (SBD)

The content of this SBD is a copy right material of Bank of Bhutan (BoB).

- **DUE DILIGENCE**

The bid shall be deemed to have been submitted after careful study and examination of this SBD. The bid should be precise, complete and in the prescribed format as per the requirement of this SBD document. Failure to furnish all information or submission of a bid not in-line with this SBD will be at the bidders' risk and shall result in rejection of the bid. Also, the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The bidder is requested to carefully examine the SBD and the terms and conditions specified therein and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the SBD, Bidder should seek necessary clarification.

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TERMS AND CONDITIONS OF SBD

1. Scope of Supply

1.1. The bidder(s) price quoted shall be as per the technical specification mentioned above and the Price Schedule as attached at **Annexure -II.**

2. Clarification to the bidding document

2.1. Further information can be obtained in writing from Procurement Division **OR** email to ugyen.tshering2886@bob.bt and kinga.tshering2682@bob.bt not later than two calendar days from the date of bid submission. Clarification received after the deadline shall not be entertained.

3. Documents comprising bid

3.1. The bid must be accompanied by the following document:

i. Valid Trade license;
ii. Tax clearance;
iii. Bid Submission Form in Annexure-I; and
iv. Price Schedule in Annexure-II.

4. Bid Price

4.1. Prices shall be quoted in Ngultrum (BTN) or Indian Rupee (INR) or US Dollar (USD). The Bank of Bhutan's TT selling rate, on the date of bid opening, shall be used for evaluation purposes, for bids quoted other than BTN/INR. The quoted price shall be in Delivery Duty Paid (DDP), Thimphu, including taxes, duties and other levies to the final place of delivery.

5. Bid Validity

5.1. The bid shall be valid for **60 calendar 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.

6. Bid Security

6.1. The bid shall be accompanied by a bid security of **Nu. 350,000.00** lump sum in the form of Cash Warrant/Unconditional Bank Guarantee/Banker's Cheque/Demand draft in the name of the **Bank of Bhutan** issued by the Financial Institution enforceable in any Banks in Bhutan.

a) The Bid security shall be valid for 3 months beyond the date of submission.

b) The Bid Security copy should be submitted through tender.bt.

c) The original Bid Security should be submitted to Admin and Procurement Section, Head Office, Thimphu.

d) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

6.2. 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.

7. Submission of Bids

7.1. The bidder(s) shall submit one's bid through tender.bt. The bid including all documents should be duly filled, signed and sealed.

8. Submission deadline

8.1. The deadline for receipt of your bid(s) and other required documents as per clause 3 of the above by the Purchaser at the indicated is on or before **25 October at 2:30 PM** Bhutan Standard Time (BST). Late submission of bid(s) shall not be entertained.

9. Bid Opening

9.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend **on 25 October at 3:00 PM** (BST).

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.

10. Evaluation of Bid

i. Evaluation shall be based on the quoted amount.

ii. To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted. Failing to respond to the clarifications sought by the client within two working days will be treated as non-responsive and hence be rejected.

iii. Non-compliance with the technical/product specification shall be considered as non-responsive bid

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and shall not be evaluated.

b. **while evaluating the quotations, the Bank will determine for each quotation and evaluate price by adjusting the quoted price in case there is any arithmetical errors as follows:**

i. Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

ii. Where there is discrepancy between the Unit Rate and the line item, the resulting figure from multiplying the Unit Rate by the quantity shall prevail unless in the opinion of the Bank there is an obviously gross misplacement of the decimal point in the Unit Rate; and

iii. If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.

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

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

12. Award of Contract

12.1. 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.

12.2. Item shall be evaluated in lot wise and contract shall be awarded to the bidder offering the lowest evaluated bid.

13. Delivery Schedule

13.1. The supply and delivery of the Goods and related service shall be completed within **30 calendar days** from the date of issue of the Purchase Order, or the signing of the contract.

14. Performance Security

14.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant/demand draft/Banker's Cheque or unconditional Bank Guarantee in the name **Bank of Bhutan** issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid of six months and will be returned after the completion of supply.

14.2. The performance security shall be forfeited in the following case, if the bidders:

i. Fails/withdraws to perform the contractual obligation under the purchase order/contract agreement;

ii. Supplied different product which is not as per the specification/supplied inferior products and

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iii. Fails to replace the defective goods within 21 calendar days after notifying.

15. Liquidated Damage

15.1. 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 **0.3%** per day for each day of delay to a maximum of **10%** of the quoted price.

16. FORCE MAJEURE

a) 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.

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

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

17. Payment Terms

17.1. No advance payment shall be made prior to the completion of project and the payment will make within 30 working days after submitting the invoices.

17.2. 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 Bhutan.

18. Submission of Bid

18.1. The Bidder shall submit the Bid Submission and Price Schedule Form using the Form in the **Annexure I and II**: This form must be completed without any alterations to its content. All blank spaces shall be filled in with the information requested.

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

19. Termination

19.1. 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:

19.2. 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

19.3. If the Supplier does not take any remedial action of the default within a given time period after notifying by the Purchaser.

20. Governing Law

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

21. Dispute Resolution

21.1. 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.

Annexure- I: Bid Submission Form

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

Date : ..... [insert date of Bid submission]

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

(f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;

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

(i) We have no conflict of interest;

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

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

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

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

n) We accept the Vendor Performance Management System.

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

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

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

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

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

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Annexure II: Price Schedule

[Describe below the items, unit and quantity of the Goods and related Service required].

SL #	Part Code	Qty	Unit Price	Total Price (3YR)	Total Price of Support (YR4)	Total Price of Support (YR5)	Total TCO (5Yrs)
1	F5-ADD-BIG-AWF-R5XXX	2					
2	F5-ADD-BIG-AWF-R5XXX	2					
3	F5-SBS-BIG-TC-2-3YR	2					
4	Implementation	1					
	Total Bid Price (in words)	…… ……					
	Warranty	……					
	Project time period	Maximum time period is 30 calendar days for the date of PO issued					
	Name of Supplier: …… Contact No.: …… Email id: …… Date : ……/……/2024					**Suppliers Official Stamp & Signature**	