

### Bill of Quantity

Sl. No	Items	Description	Qty (Nos)	Rate (In Nu.)	Remarks
1	SD-WAN	<b>Forcepoint-100 Series</b> For Branch Offices Form Factor: Desktop AC Power Supply: 100–240 VAC 50–60 Hz, 36 W Fixed Ethernet Interfaces: Minimum 8 x GE RJ45 Network I/O Slots: Minimum 1 module Connectors: Minimum 2 x USB, 1 x serial Mounting Kits VLAN Tagging Unlimited Enterprise SD-WAN Multi-Link optimization High Availability Multi-ISP WAN clustering Built-in VPN Minimum UDP Throughput: 1.5 Gbps Minimum HTP Throughput :150 Mbps Minimum Concurrent IPsec VPN Tunnels: 2000 Minimum TCP Connections: 100,000	5 Nos		



## 1 INSTRUCTIONS TO BIDDERS

### 1.1 SCOPE OF WORK/BID

Supply of SD-WAN (Software defined wide area network) devices as per the Bill of Quantity mentioned below:

### 1.2 Eligible bidders

Invitations of bid are open to firms who meet the following criteria:

- a. Registered Bhutanese IT firms with valid trade license and tax clearances.
- b. The firm should provide Manufacturer Authorisation from OEM and it will be verified with respective OEM

### 1.3 Cost of bidding

The bidder shall bear all costs associated with preparation and delivery of all its bids, and the Client will, in no case, be responsible or liable for this cost.

### 1.4 Bid Price

- a. The bidders should submit bid price mentioning all the rates and quantity as per the bill of quantity attached in the tender document.
- b. The price submitted as response to this bid should be inclusive of all applicable taxes, duties, insurance and freight. The client shall not be responsible for any payment beyond the quoted price and the vendor should bear all/any additional expenses.

### 1.5 Bid Currency

Prices shall be quoted in BTN and payment shall be released in BTN for goods and services delivered to RICB

### 1.6 Earnest Money Deposit

The bidder shall furnish an amount of Nu.10,000.00 (Ten thousand) in the form Bank Guarantee or demand draft from a reputed bank in Bhutan addressed Royal Insurance Corporation of Bhutan Limited, Thimphu.

The EMD of the successful bidder shall be released upon furnishing of Performance Security or may be retained as the Performance Security upon written request to RICB. The EMD of the unsuccessful bidders shall be returned upon award of contract to the successful bidder.

### 1.7 Bid validity period

The bids shall remain valid for 180 days from the date of opening of tenders within which period the bidders shall not withdraw their tenders or increase their rates or change the bill of materials.

### 1.8 Sealing, submission and opening of bids

- a. Sealed bids containing two envelopes, one marked 'Original' and one marked 'Copy' shall be addressed as:





**To,  
The Chairperson  
Tender Committee  
Royal Insurance Corporation of Bhutan Limited  
Post Box number # 315  
Thimphu; Bhutan**

Must be submitted on or before 30<sup>th</sup> of June 2022 and shall be opened on the same day at 2:30PM.

- b. All the pages bid document must numbered and be signed by the bidder or the person holding power of attorney (power of attorney must be submitted with sign and seal) with official seal.
- c. Soft copies of the bid will not be accepted under any circumstances.
- d. Bids received later than the date and time specified will not be entertained for any reasons or under any circumstances.
- e. Proper address of the bidder must be submitted with name of the contact person with designation, Office phone number, post box number (if applicable), email address for further correspondences.

1.9 Client's right to accept any bid and reject any or all bids

Any deviation from the scope of work or terms and conditions mentioned in this RFP will lead to rejection of bid as non-responsive.

Further, the Client reserves the right to accept any bid and to annul the bidding process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders of the grounds for the Client's action.

1.10 Bidding documents

The bidding procedures and contract terms are prescribed in the bidding document. In addition to the Invitation for Bids, the Bidding Documents include:

- Instruction to bidders
- General Terms and Conditions
- Contract agreement form
- Bid Form

1.11 Clarification of RFP/Bidding Documents

Prospective bidders requiring any further information or clarification on the RFP may notify the Client in writing at the Client's mailing address indicated in the invitation for Bids. The Client shall respond in writing to any request for information or clarification of the RFP provided the request is received not later than 5(Five) days prior to the deadline for the submission of bids prescribed under this document by the Client.

Any changes/ addendum in the RFP will be notified in writing to the prospective bidder who have purchased the RFP and prospective bidders purchasing the RFP must mention proper address during purchase.





#### 1.12 Notification of Award

The Client will notify the successful bidder in writing or by email that its bid has been accepted by the Client. The notification of award will be followed by Supply Order/Purchase Order addressed to the Successful bidder.

### **3. General Terms and Conditions**

#### 3.1 Use of contract documents and information

The vendor shall not, without the Client's prior written consent, disclose the contract or any provisions thereof, or any specifications, sample or information by or on behalf of the Client in connection therewith, to any person other than the person employed or any entity shall be made in confidence and shall extend so far as may be necessary for purposes of such performance.

#### 3.2 Sub-contracts/ Joint-venture

The vendor shall not sub-contract or any part of the Contract shall not be allowed to undertake in joint-venture or through nature of partnerships.

#### 3.3 Patents Right

The vendor shall ensure that the goods supplied to the Client are free from all encumbrances, charges, lien, hypothecation, pledge, trademark or patent laws and indemnify the Client against all third-party claims relating to infringement of patents, trademarks or industrial design rights arising from the use of goods or technology or know-how or any part of the same.

#### 3.4 Warranty

From the date of delivery, the vendor must provide one-year free warranty support on the appliance or software.

#### 3.5 Performance Security

Upon issue of notification of award from the Client, the successful bidder is required to furnish the Performance Security equivalent to 10% of the Contract Price in the form of Bank Guarantee or Demand draft in favour of RICB. The Client will only release the Performance Security after the completion of warranty period of the goods supplied.

#### 3.6 Payment

No advance payment will be made, and full payment will be made after the final delivery of the goods to the RICB.

#### 3.7 Taxation and Duties

All payments are subject to deduction of Tax Deducted at Source (TDS) in accordance with the taxation rules and regulations of the Royal Government of Bhutan at prevailing rate during the time of payment.

#### 3.8 Liquidated Damages

If the vendor fails to deliver any or all the goods within the period specified in the tender, the Client may at its discretion recover liquidated damages from the vendor.



@0.1% of the contract price per day up-to a maximum of 10%. Once the maximum is reached, the Client reserves the right to terminate and forfeit the performance security. The delivery period shall be effective from the day on which successful bidder receives the supply order.

### 3.9 Governing laws, jurisdiction and dispute settlement

Any controversy or dispute arising out of or relating to supply of goods covered by this Contract shall be resolved by mutual agreement of the Parties through direct negotiation.

In the event the dispute cannot be resolved by mutual agreement or negotiated settlement, the matter shall be submitted to the Royal Court of Justice, Thimphu, Bhutan for adjudication.

### 3.11 Applicable Laws

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

### 3.12 Price Schedule

The bidders should submit price mentioning all rates and quantities and should be valid for the period of bid validity period from the day of opening the bid.

The price submitted as response to this should be inclusive of all the applicable taxes, freight, insurance, and all other expenses. The Client shall not be responsible for any payment beyond the quoted price and the vendor should bear any additional prices.

