BHUTAN NATIONAL BANK LIMITED

Open Tender

For Supply, Installation, Implementation, Configuration, & Commissioning of Hyperconverged Solutions and Network Switches at the BNBL Corporate Office in Thimphu and the Disaster Recovery Site in Phuentsholing

Contents

Section 1: Invitation of Bids

The Bhutan National Bank Ltd (Bank) would like to invite sealed bids from the eligible and qualified Bhutanese firms for the "Supply, Installation, Implementation, Configuration & Commissioning of Hyperconverged Solutions & Network Switches at the BNBL Corporate Office in Thimphu and Disaster Recovery Site in Phuntsholing," as detailed below: -

Description of Item	Hyperconverged Solutions & Network Switches
Ref. No.	BNBL/PO-Tender/TH-11/2024/2510, dated July 23, 2024
Sale of Tender / Registration	July 23, 2024 to August 06, 2024
Tender / Registration Fee Non-Refundable	Nu. 500.00 (Ngultrum Five Hundred Only Only)
Bid Submission Date	August 07, 2024 (9:00 AM to 11:00 AM BST)
Place of Submission	Procurement Division, 3rd Floor, Level B, Corporate Office, Thimphu
Bid Opening Date	August 07, 2024,11:30 AM BST (Tentative)
Place of Bid Opening	Procurement Division, 3rd Floor, Level B, Corporate Office, Thimphu
Bid Security (EMD) - Refundable	Nu. 150,000.00 (Ngultrum One Hundred Fifty Thousand Only)
Bid Validity Period	90 (Ninety) calendar days from the bid opening date
Note	The complete set of bidding documents can be purchased from the Procurement Division, located on the 3rd Floor of Corporate Office, BNBL, Thimphu during office working hours with payment of the above-mentioned tender / registration fee, which is non-refundable. The bid document can also be downloaded from the BNBL website; *https://www.bnb.bt/announcements/*. However, the bidder should register and deposit the tender fee in cash on or before the sale of tender / registration date.

Section 2: Instruction to Bidders

2.1 Scope of bid

a) The BNBL Management intends to outsource the work of supply, installation, implementation, configuration and commissioning of hyperconverged solutions and network switches at the BNBL Corporate Office Building (Thimphu) and the Disaster Recovery Site in Phuentsholing to the eligible and qualified Bhutanese firms.

b) The successful bidder(s) shall undertake full responsibility for the intended works in accordance with the specifications outlined in this bid document.

c) If the successful bidder(s) are not able to comply with the scheduled timeline it shall be liable for penalty as per the contract terms and conditions.

d) The contract shall be valid for a minimum period of one (1) year from the date of signing the contract agreement or commencement order. The Bank reserves the right to extend the contract based on the bidder's satisfactory performance or in accordance with the Bank's requirements.

2.2 Timeline & Deliverables

Deliverables	Timeline
HCI Solutions & Network Switches	The successful bidder should supply & install the equipment, implement, migrate and commission the entire proposed solutions within **90 days** from the issuance of work order

2.3 Fraud and Corruption

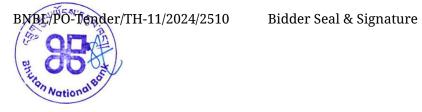a) Bank requires that a Bidder(s) and his/her employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts.

b) Bank shall reject a Bid for award, if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.

c) Bank requires that Bidder(s), as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: Annexure V of Section 11. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid.

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

2.4 Preparation of Bid

a) The bidder(s) shall bear all costs associated with the preparation and submission of its bid, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

b) The Bid shall comprise the following:

   i.   Mandatory Documents listed in Clause 2.15.7
   ii. Supporting Documents listed in Clause 2.15.9 (a) (i).
   iii. The Power of Attorney shall be submitted if an authorized representative is appointed.
   iv. Any other document required as per bidding document

c) The entire set of documents submitted as part of the Proposal shall be signed by the bidder(s) on every page.

d) The bid document shall be filled neatly and clearly. Incomplete or conditional proposals not submitted as per terms and conditions shall not be entertained. Any interlineations, erasures or overwriting shall be valid if they are signed or initiated by the authorized person signing the bid.

e) The bidder(s) are expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.

f) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder(s) and the Bank, shall be written in English. Supporting documents and printed literature that are part of the Bid may

be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

2.5 Price Schedules

a) The price shall be converted in local currency (Ngultrum) inclusive of all taxes, duties and other service charges.

b) The price shall be firm and irrevocable and not subject to any change whatsoever even due to increase in the cost till validity of the contract period.

c) The Bank may contact the selected Bidder(s) for additional supply of enlisted items at the same quoted/approved price on a repeat order basis during the contract period.

d) The bidder(s) are required to quote the price in the BOQ –Annexure IV of Section 11 provided in this Bid.

2.6 Clarification and Amendment of Bids

a) The Bank reserves rights to issue any amendment on the Bid document at any time prior to the last date of submission. This may be done either on the bank's own initiative or in response to a clarification request from a prospective bidder(s). Such amendment shall be notified to those bidder(s) who have purchased the tender document in writing including by electronic email to the bidder(s).

b) Likewise, bidder(s) may request for bid clarification from the Bank in writing including by electronic email and the Bank shall send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidder(s). Should the Bank deem it necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure. Bidder(s) shall not be allowed to seek clarification of the bidding document in person or by telephone or other verbal means.
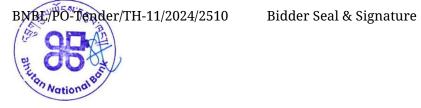
c) A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the bidder(s) prior to submission of bids. Minutes of the pre-bid meeting shall be circulated to all bidder(s) that have purchased bidding document.

2.7 Period of validity of Bid

a) The bid shall be valid for a minimum period of Ninety (90) calendar days from the date of submission. A Bid valid for a shorter period shall be rejected as non-responsive.

b) In exceptional circumstances, prior to the expiry of the Bid validity period, Bank may request Bidder(s) in writing to extend the period of validity of their bids. Bidder(s) may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder(s), refusing to extend the validity of its Bid, shall not be considered for evaluation and award. Bidder(s) granting the request shall be required to extend the validity of its Bid Security, correspondingly but shall not be required or permitted to modify its Bid.

2.8 Bid Security

a) The Bid security (EMD) of Nu. 150,000/- (Ngultrum One Hundred Fifty Thousand) only shall be enclosed in the form of Draft/Cash warrant/Bank Guarantee favoring to "Bhutan National Bank Ltd., Thimphu" with validity for a minimum period of Ninety (90) calendar days from the date of bid submission.

b) The bid without bid security (EMD) or bid security which do not comply with the above terms shall be disqualified or considered as non-responsive.

c) Bid security (EMD) of "Responsive" but unsuccessful bidder(s) shall be returned after signing of the contract and receiving the performance security from the "successful bidder(s)".

d) Bid security (EMD) of "successful bidder(s)" shall be returned after signing the contract and deposit of performance security by the successful bidder(s).

e) The bid security (EMD) shall be forfeited;

    i.   If bidder(s) withdraws its bid as a whole or in part during the period of bid validity; or

    ii.   If bidder(s) does not accept the arithmetical corrections of its bid price [ITB clause 2.15.4], or

    iii.   If a bidder(s) have been found practicing corrupt, fraudulent, collusive or coercive practices during the bidding process, or

    iv.   In case of successful bidder(s), if the bidder(s) fails to produce the performance security and sign the contract agreement within the prescribed time.

2.9 Submission of bid

a) The sealed bids (Technical/Financial) shall be submitted in separate envelopes within one sealed envelope marked as "Confidential" and address to:

> Bhutan National Bank Limited
> Corporate Office
> Thimphu
>
> **Attention**: The Procurement Officer, HRA Department, BNBL, Thimphu

Exhibit on how to seal the envelopes:

b) bear the name and identification number of the contract;

c) Provide a warning not to open before the specified time and date for bid opening as defined in the bid document.

d) Upon the received of submission, the Bank shall register the bid response. Only complete submissions shall be registered.

e) All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the bid shall be deemed as responds' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copy right or other intellectual property right that may subsist in the submission or accompanying documents.

2.10 Deadline for submission of Bids

a) Bids shall be delivered by hand to the bank at the address and no later than the date and time indicated in the bidding document.

b) The Bank may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB clause 2.6 (a), in which case all rights and obligations of the Bank and the Bidder(s) previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.11 Late Bid submission

a) The Bank shall not considered any bid that is submitted after the deadline for submission of bids. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder(s).

b) The Bank has no liability to any respondent who lodges a late Bid submission for any reason whatsoever including Bid responses taken to be late only because of another condition of responding.

2.12 Withdrawal, Substitution, and Modifications of Bids

a) No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified in the bidding document.

2.13 Requests for information/clarification

a) Respondents are required to direct all communications related to this Bid to:

The Procurement Officer,
HRA Department,
Bhutan National Bank Ltd., Thimphu
Contact No. 02-328588, IP: 1276
Email: ugyenwangdi@bnb.bt

b) All questions related to the Bid, technical or otherwise, shall be addressed to the above addresses, interpersonal communications shall not be entered into and the respondent shall be disqualified if attempting to enter into such communications.

c) Bank shall try to respond to all the queries raised by the bidder(s). However, Bank reserves the right of not responding to any query, if the Bank feels that the same is not required to be answered.

2.14 Bid Opening

a) The Bank shall conduct the bid opening in presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the bidding document.

b) The Bidder(s), their representative(s) and other attendee(s) at the bid opening shall not be permitted to approach any members of the Bid Opening Committee or any other Bank officials.

c) The sealed envelope shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate shall be announced by the Bank at the Bid opening.

d) Complaints or other comments made by the bidders' representative(s) during the bid opening shall be submitted in writing to the address under ITB clause 2.13 (a), within five (5) calendar days from the date of opening of the bids.

2.15 Evaluation and comparison of Bids

2.15.1 Confidentiality

a) Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be

disclosed to Bidder(s) or any other persons not officially concerned with such process until publication of the Contract Award.

b) Any effort by Bidder(s) to influence the Bank's authorized representative(s) in the examination, evaluation, comparison and qualification of the bids or contract award decisions may result in the rejection of its Bid.

2.15.2 Clarification of Bids

a) To assist in the examination, evaluation, comparison and post qualification of the Bids, the Bank 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 Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Bid.

2.15.3 Responsiveness of Bids

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

b) A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding document without any material deviation, reservation or omission.

c) If a Bid is not substantially responsive to the Bidding document it shall be rejected and may not subsequently be made responsive by the Bidder(s) by correction of the material deviation, reservation or omission.

2.15.4 Correction of errors in price bid:

a) Arithmetical errors shall be corrected at the time of evaluation of Price Bids and the corrected figure shall be considered for the purpose of evaluated bid price.

b) If there is a discrepancy between the unit price and the total price (product of unit price & quantity), the unit price shall prevail and the total price shall be corrected, unless in the opinion of Bank, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the total of line item as quoted shall prevail and unit rate shall be corrected accordingly.

2.15.5 Submission of Proposal
a) Technical Bid

The technical bid consists of following required documents. The bidders should submit all the specified documents in a technical bid envelope. Partial submission/missing of any documents shall be considered un-responsiveness.

Sl #	Requirement	Supporting Documents
1	Prequalification Eligibility	Bidder should submit all the mandatory prequalification documents specified under the preliminary examination clause 2.15.7
2	Bidder Capability	Bidder should submit all the supporting documents specified under Bidder Capability evaluation criteria clause 2.15.9 (a) (i)
3	Terms and Conditions	Completed and signed Section 10: Terms and Conditions of Contract (in hard copy).
4	Technical specification Compliance Sheet	Bidders should submit signed and sealed technical specification compliance sheets (Annexure III).
5	Product or solution Datasheets	Bidder should submit data sheet/brochures from OEM for the proposed products and solutions

Note: Bidders will have to do Presentation and Demo for proposed System, if required.

b) Submission of Proposal -Financial Bid

a) Bidders must complete **Section 11-Annexure IV: BOQ** (in hard copy). The separate Financial Bid must contain a quotation in Ngultrums, itemizing all goods and services to be provided.

b) Please consider the following information when completing the Pricing Form:

   I.   The OPEX Pricing Form must provide a detailed cost breakdown

   II. All prices/rates Bid must be inclusive of all applicable taxes. The applicable unit of measure should be clearly indicated.

   III. Submit this Financial Bid in a separate envelope from the rest of the Technical Bid.

   IV. Quote separately for one year and 3-year HCI Solution Hypervisor Hardware license.

2.15.7 Preliminary Examination of Bids

Prior to the evaluation of technical and financial bids, the tender evaluation team shall examine and determine the responsiveness of the bid as per the pre-qualification evaluation criteria. Failing to meet/submit the specified mandatory requirements or supporting documents shall be considered non-responsive.

PRE-QUALIFICATION EVALUATION CRITERIA			Remarks
SL #	MANDATORY REQUIREMENT	SUPPORTING DOCUMENT	Yes/No
1	The bidders must be an IT company/firm locally registered in Bhutan with the establishment of three years and above. Bhutanese bidders may enter into a joint venture (JV) with the competent international vendor/system integrator with the establishment of a six-year minimum. Bidders opting for JV, should fulfill minimum establishment years requirement conditions for both Bhutanese firm and international partner.	1. Copy of valid Trade License for local bidder. 2. Business license from international company, if bidder opt for JV partner (for HCI Solution). 3. JV agreement	
2	The Bidder must have a valid Tax Registration in Bhutan and as well as for JV partner	1. Copy of Latest Valid Tax Clearance Certificate. 2. Tax clearance certificate from international company, if bidder opt for JV partner.	
3	Bid Submission Form	Duly filled form of Annexure I	
4	Bidder Identification Form	Duly filled form of Annexure II	
5	Bid Security	Valid Bid security amount	
6	Integrity Pact statement	Signed Integrity Pact statement (Annexure V)	
7	The bidder should have a project team consisting of a minimum of 2 persons: Project Manager should have minimum of 10 years of experience in IT field/domains. Team should have a minimum qualification of degree in IT.	Local vendor/JV should submit name of the proposed key personnel with their curriculum vitae, proof of employment, certificates	
8	The local bidder should be an authorized partner of HCI solution and TOR switches in the proposed OEM in Bhutan. Bidders opting different server hardware should be an authorized partner of proposed server OEM in	Bidder should submit MAF from proposed OEM	

	Bhutan.		
9	The local bidder/ Partner company should have experience in HCI solution configuration and deployment.	Copy of work orders/ Satisfactory Installation reports	
10	The local Bidder/ partner company should not be under corrupt or fraudulent practices or blacklisted with any of the Government/Corporate agencies.	Self-declaration by authorized signatory of the bidder, certifying the requirement.	
11	Proprietor Details of Local Bidders only (for Integrity Vetting Report)	Dully Filled Form of Annexure VI	

Note: Bids disqualified in the preliminary examination shall not be considered for technical and financial evaluation.

2.15.8 Evaluation Process

A three-stage procedure is utilized in evaluating the Proposals. The bids will be evaluated as a **single package.**

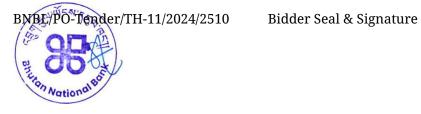- ✓ **First Stage (Pre-qualification Evaluation):** In this stage, bidders shall be evaluated against all the mandatory requirements listed in the clause 2.15.7. Bidders should comply with all the requirements and provide supporting documents accordingly.
- ✓ **Second Stage (Technical Evaluation):** In this stage, bidders qualified in the first stage shall be evaluated for technical evaluation. In this stage, bidders' capability and technical specification of the solution/ hardware/software components shall be evaluated at 40% weightage. *Technical specification should be hundred percent compliance.*
- ✓ **Third Stage (Financial Evaluation):** In this stage, bidders who are qualified in technical evaluation shall be considered for financial evaluation at 50% weightage. The Price Schedule of Bidders will be opened and compared.

$$\text{Financial Score} = \frac{\text{Lowest Bid (BTN)}}{\text{Bid being Scored (BTN)}} \times 60\% \text{ (Maximum Score)}$$

- ✓ **Total Score**
  The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

Technical Score = 40% Technical Evaluation and 60% Financial
Total Score = 40% Technical Score + 60% Financial Score)

The overall formula for the computation of score is as follows:

a	Technical Evaluation		Bidder 1
	1	Bidder Capability	A
	2	Technical Evaluation	
		i. HCI Solution	B
		ii. Switches	C
		Total Technical Score (40%)	$D=(A+B+C)/300*40$
b	Total Financial Score (60%)		E= Lowest Bid/Bid Being Scored*60
		Total Score	*D+E*

After evaluating and ranking all responsive bids, BNBL will award a contract to the qualified Bidder with the highest combined score in the technical and financial proposals as the most responsive to the needs of BNBL, offering the best value for money. The contract will be awarded as a single package.

2.15.9 Evaluation Criteria
a) Technical Evaluation

The technical evaluation criteria are divided into two sections as shown in the below table. The total points obtained by each vendor will be converted into 40% to compute total points.

Technical points			Bidders			
Sl #	Evaluation Criteria	Max points	A	B	C	D
1	Bidder Capability	100				
2	Technical Specification	100				
	Total Points	200				

i. Bidder Capability Evaluation Criteria

This evaluation will be carried out based on the supporting documents listed below, and scores will be assigned accordingly. Missing any listed documents will result in a score of zero for that particular compliance row. Therefore, submission of the supporting documents as listed below is mandatory.

Sl #	Bidder Capability	Score	Supporting documents required	Bidders A	B	C	D
1	**Bidder establishment-Local bidder (20)**						
1.1	5 years +	20	Local bidder's license copy				
1.2	4 to 5 Years	15					
1.3	3 to 4 Years	10					
2	**Work Experience in HCI Solution (20) – Local bidder/PARTNER**						
2.1	Executed 5+ projects	20	Name of Project and contact person with number				
2.2	Executed 3 to 5 projects	15					
2.3	Executed 1 to < 3 projects	10					
3	**Work experience and qualification of the proposed Key Personnel for the HCI Project (50)**						
3.1	Professional services from OEM for implementation of the HCI solution	20	Should provide required curriculum vitae of the engineer along with proof of employment from proposed HCI OEM				
3.2	Certified engineer in proposed HCI solution	15	Certificates from proposed OEM and proof of employment from the bidder				
3.3	Experience of Project manager more than 10 year	15	Should provide required curriculum vitae of the Project manager along with proof of employment				
4	**Approach/methodology (10)**						
4.1	Approach/methodology and project execution plan on the integration of the HCI solution	10	Approach should be realistic, systematized, details and complete				
	Total	**100**					

Important note:
A certified professional can be from OEM or hired from other companies. However, project execution/deployment shall be allowed to perform only by certified engineers proposed in the tender document.

ii. Technical Specifications

Bidders must submit technical specifications according to the format provided in **Annexure III: Bill of Materials (BOM),** indicating compliance with a "Y" for Yes and "N" for No in the compliance column of the bidding document. **Failure to submit or indicate compliance will be deemed non-responsive and will result in disqualification from the technical evaluation.**

b) Financial Evaluation

Bidders must submit their financial bid according to the format provided in **Annexure IV: Bill of Quantity (BOQ),** in compliance with the terms and conditions specified in clause 2.15.5 (b). Only one rate should be provided per item to qualify for financial evaluation.

2.15.10 Bank's Right to Accept Any Bid, and to reject any or All Bids

a) The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

b) The Bank reserves the right to hold negotiations with bidder(s), if necessary such negotiations shall be held at the date, time and address intimated to the qualified and selected bidder(s). Representatives conducting negotiations on behalf of the successful Bidder(s) shall have written authority to negotiate and conclude a contract.

2.16 Award of Contract

a) The Bank shall award the Contract to the Bidder(s) whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding document.

b) The Bank reserves the right at the time of the contract to increase or decrease the quantity of item(s) tendered, without any change in price or other terms and conditions.

c) The Bank shall communicate in writing [in the format in Annexure-VII hereafter called the "Work Awarding Letter"] to inform the winning bidder(s) of its intent to award the bid, ensuring compliance with mandatory requirements. Simultaneously, unsuccessful bidders shall receive written notifications [in the format in Annexure-VIII hereafter called the "Letter to unsuccessful bidder(s)"] about the outcome, and all bidders shall be provided

with information on the name and amount of the successful bidder(s). Such notification shall be communicated in writing including by electronic email to all the bidder(s) on the same day of dispatch.

d) On receipt of the Bank's notification [ITB 2.16 (c)], an unsuccessful bidder has seven (7) calendar days to make a written complaint/request to the Bank for a debriefing. The bank shall provide a response/debriefing to all unsuccessful Bidder(s) whose request is received within this deadline.

e) Where a complaint/request for debriefing is received within the deadline, the Bank shall provide a response/debriefing within five (5) calendar days.

f) The Bank shall discuss only such bid but not the bids of other competitors. The response/debriefing shall not include:

i. Point-by-point comparisons with another bid; and
ii. Information that is confidential or commercially sensitive to other Bidder(s).

g) The purpose of response/debriefing is to inform the aggrieved Bidder(s) of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

h) The If two or more bidders quote the same L1 rates, fresh quotes for the same L1 rates shall be obtained from both L1 bidders after providing five (5) calendar days for resubmission of fresh rates. Bank's decision regarding reasonable time shall be final and binding on the bidder(s). Thereafter contract shall be awarded to L1 bidder(s) as per the fresh quotes.

i) The successful bidder(s), on award of contract/order shall sign the contract/order acceptance in writing, within seven (7) calendar days of award of contract / order failing which the bid shall be rejected without any further notice.

Section 3: Performance Security

3.1.   The successful bidder(s) shall be required to furnish performance security equivalent to 10% of the quoted amount issued from any authorized financial institutions of Bhutan within seven (7) calendar days after awarding the work.

3.2.   If the successful bidder(s) fails to provide the performance security within seven (7) calendar days of the issue of the work awarding letter, the bid shall

be considered as invalid and the particular work shall be given to next lowest bidder(s).

3.3.   The performance security shall be in the form of demand draft/cash warrant/bank guarantee and shall be valid for a minimum six (6) months or twelve (12) months, depending on the specified warranty period in the bidding document and considering the typical six-month validity of Demand Drafts/Cash Warrants.

3.4.   The Performance security shall be discharged with or without deductions (as applicable) to the successful bidder(s) upon completion of performance obligations, including warranty obligations, as described in the contract terms.

3.5.   The provision outlined in ITB 3.4 is also applicable to repeat orders fulfilled during the validity period of the deposited performance security, as defined in the service delivery penalty clause [ITB 4.1 (d)]. In instances of delays, penalties for delay will be levied based on the total order value of the specified purchase order issued.

Section 4: Service Delivery Penalty

4.1.   If the Successful bidder(s) fails to complete awarded contract on specified time, the following penalty clause shall be applied on the bill payable or Performance Security in proportional to the number of days delayed:

a)   Delay up to one week – 2% (on the total order value)

b)   Delay exceeding one week but not exceeding two weeks – 5% (on the total order value)

c)   Delay exceeding two weeks but not exceeding one month – 10% (on the total order value)

d)   Delay more than one month, the purchase order shall be revoked, and the performance security deposit shall be forfeited as applicable, without any further notice. Further, if the successful bidder(s) wishes to make the partial or remaining completion of works thereafter, the bank on its discretion shall accept the delivery. However, late delivery penalty of 10% on the total order value for 30 days shall be charged.

e)   In the case of partial delivery or completion of works, the following clauses shall apply, with forfeiture of the performance security as applicable and a late penalty of 10% on the total purchase value for 30 days:

i. Undelivered goods and services within the deadline shall be awarded to the next lowest bidder.

ii. Goods and services delivered before the revocation deadline will not have their contract revoked. However, the bidder must redeposit a performance security of 10% of the initial total value, excluding the value of revoked goods and services. This redeposit is necessary as performance security for any repeated orders during the contract period. The deadline for redepositing the performance security, as well as the consequences for failing to meet this deadline, are the same as those outlined in Clause 3.2.

iii. Partial delivery of particular items or work will be treated as undelivered and subject to the conditions set forth in clauses i and ii above.

Section 5: Force Majeure

5.1.   The successful Bidder(s) 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.

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

5.3.   If a Force Majeure situation arises, the successful bidder(s) shall promptly notify the Bank in writing of such condition and the cause thereof along with documentary or pictorial evidence acceptable to Bank. Unless otherwise directed by the Bank in writing, the successful Bidder(s) shall continue to perform its obligation under the Contract.

Section 6: Terms of Payment

6.1.   Payment of the invoice shall be arranged by the Bank upon submission of original invoice and TPN number, against the actual supplied quantities of goods as listed in the purchase order.

6.2. Payment shall be made within thirty (30) calendar days and upon successful completion of the supply items listed in the purchase order. The necessary deductions on account of income tax, service tax etc. shall be deducted at source, as applicable, as per Government Rules from the bills submitted by the successful Bidder(s) and necessary TDS certificate shall be issued.

Section 7: Warranty

7.1. The successful Bidder(s) warrants that all Goods are new, unused, and of the most recent or current models or as specified in the bidding document. Unless specified in the bidding document, the warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to or accepted at the final destination. Any goods found defective shall be replaced/repaired by the successful Bidder(s) at no cost to the Bank, within fifteen (15) calendar days from the date notification. This is also applicable to the return of goods due to mismatch of provided specifications.

7.2. If the successful Bidder(s) fails to rectify or replace the defective goods or parts thereof within the specified timeline as notified, the Bank shall cancel the particular items and forfeit the performance security as applicable.

Section 8: Termination

8.1. The Bank may, by written notice, terminate the contract in whole or in part at any time, as applicable;
   a) If the Successful Bidder(s) fails to perform any tender terms and conditions.

   b) If the Successful Bidder(s), in the judgment of the Bank, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this purchase order.

Section 9: Delivery and Installation

9.1. The Successful bidder(s) is obligated to cover independently the expenses related to the delivery, installation, and security of their items to the specified location.
9.2. The items are required to meet or exceed the provided. In the event of any deviations, BNBL retains the right to return the entire lot at its own expense.

Section 10: TERMS OF REFERENCES (TOR)

Background

Bhutan National Bank Limited (BNBL) is an ISO and PCI-DSS certified Financial Institute in the country. BNB has been utilizing traditional virtualization methods, employing a combination of bare metal servers and VMware to manage its IT infrastructure. While this approach has provided a certain level of efficiency and resource optimization, the rapidly evolving technological landscape and increasing demands for agility, scalability, and cost-effectiveness necessitate a shift towards a more modernized infrastructure.

Hyper-Converged Infrastructure (HCI) represents a significant advancement in data center architecture. Unlike traditional setups that require separate systems for computing, storage, and networking, HCI integrates all these components into a single, cohesive system. This is achieved through software-defined technology that tightly integrates compute, storage, and networking resources along with advanced management capabilities.

Moving to Hyper-Converged Infrastructure (HCI) will significantly enhance BNB's operational efficiency and scalability. HCI simplifies management with a unified platform, reduces costs through resource consolidation, and improves performance and reliability with optimized resource utilization and built-in redundancy. It offers easy scalability, rapid deployment, and enhanced security features. Additionally, HCI supports modern workloads and seamless cloud integration, ensuring BNB's infrastructure is future-proof and adaptable to changing business needs.

Scope of work

The selected vendor/system integrator should provide a full proof project execution plan before implementing the solution. The project execution plan should be strictly guided by minimal disruption on the banking services and without any network security breach.
The project should roll out as per execution plan upon approval from the BNBL management.

The scope of work for the Hyper-Converged Infrastructure (HCI) Solution Implementation at Bhutan National Bank Limited (BNBL) shall include, but not be limited to, the following:
1. Supply and Deployment
   Supply of HCI hardware and software including compute, storage, and network resources.

Deployment of HCI solution in the live network environment with high availability (HA) configuration in both Data Center (DC) and Disaster Recovery (DR) sites.

2. Integration and Configuration

   Integration and configuration of the HCI solution as per the compliance sheet and international best practices.

   Configuration of HCI management interfaces for unified management of compute, storage, and networking resources.

   Migration of existing virtualized workloads from the traditional infrastructure to the new HCI environment with minimal downtime.

3. Security and Compliance

   Implementation of security measures and policies in alignment with ISO, PCI-DSS, and other relevant compliance standards.

   Configuration of integrated security features such as encryption, access controls, and advanced threat protection.

4. Scalability and Performance Optimization

   Assessment and optimization of HCI resources to ensure optimal performance and resource utilization.

   Configuration of scalability options to allow for seamless addition of resources as required.

5. Network Configuration

   Design and configuration of core and edge networks to integrate with the HCI solution.

   Optimization and tuning of networking protocols to enhance performance and reliability. Configure the new switches as per the best practices and as per the recommendations from the BNB Team.

6. Training and Documentation

   Preparation of Standard Operating Procedures (SOP) for HCI solution management and maintenance.
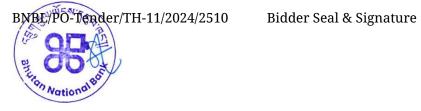
   Providing training for BNBL IT staff on HCI management, monitoring, and troubleshooting.

   Development of user guides and technical documentation for ongoing support. Provide a minimum of 3 days onsite training to the BNBL IT team after the completion of the project.

7. Project Reporting and Handover

   Submission of commissioning reports detailing the deployment and configuration of the HCI solution.

   Provision of a comprehensive project completion report summarizing all activities, configurations, and outcomes.

Ensuring a smooth handover with detailed documentation and training provided to the BNBL IT team.

8. Ongoing Support

Provision of post-implementation support including troubleshooting, performance tuning, and regular maintenance.

Establishing a support agreement for ongoing assistance and periodic updates to the HCI solution.

Section 11: Bidding Forms

Annexure I: Form for Submission of Proposal

Date: [DD/MM/YY]

To: Bhutan National Bank Limited

        Corporate Office

        Thimphu

Dear Sir/Madam,

The undersigned, having read the tender document of Bhutan National Bank Ltd., Thimphu vide ref.# **BNBL/PO-Tender/TH-11/2024/2510**, dated **23/07/2024**, hereby offers to undertake specified contract work in accordance with the terms and conditions set out or specified in the document.

I/We agree to abide by this Proposal/Bid for a period of Ninety (90) calendar days from the date for Bid submission in the tender, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Proposal is accepted, we undertake to initiate the work specified in our Proposal within the time frame that shall be stipulated in the work awarding letter and to comply with all the provisions of the Contract.

I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your company/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full performance security deposit, absolutely.

Best regards

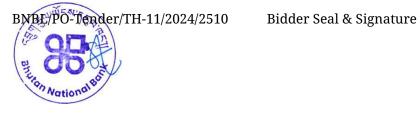|	
* Signature and seal of the Bidder:	
* Name:	
* Title:	
* Telephone:	
* Email:	

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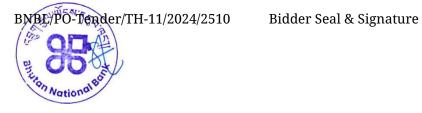Annexure II: Bidder Identification Form

1. Firm (s) Information	
* Name and Address	
* Telephone/Mobile:	
* Email address:	
* **Legal Representative**: Name/Surname/Position (if any)	

2. Contact details of persons that BNB may contact for requests for clarification during Bid evaluation:	
* Name/Surname:	
* Telephone/Mobile:	
* Email address:	

Be advised that this person must be available during the evaluation of the bids.

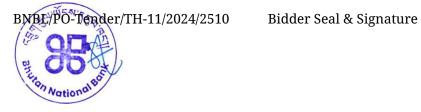| ***** Signature and stamp of the Bidder:	

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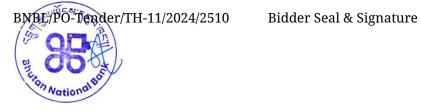## Annexure III: Bill of Materials (BOM)
1. HCI Node Specification

SL	Item	Description	Bidder Response (Yes/No, any remarks)
A	Brand & Model	Proposed HCI solution should be the Leaders in of the latest released Gartner's Magic Quadrant for HCIS. Note: If the bidder prefers to opt different hardware OEM for HCI solution, the server hardware also should be at least in leader quadrant in Gartner's magic quadrant report.	
B	HCI Architecture		
1		The proposed HCI software & hardware should be factory integrated by the OEM, License proposed should have flexibility to decouple the HCI software from hardware, in order to run HCI software on any certified hardware	
2		Proposed solution must support any of the leading Hypervisors like vSphere, Hyper- V and AHV	
3		The proposed HCI solution should be fully software defined and should not leverage any specialized (proprietary) hardware for providing data services such as de- duplication and compression	
4		The proposed solution should independently scale storage only and compute only Nodes in the same cluster as and when needed without any downtime. HCI should support storage only node expansion either scaling out or scaling up storage space in the HCI Cluster.	
5		The proposed solution must allow the mixing of different CPU families within a cluster, to allow for continual replacement of old hardware by "rolling forward" the cluster over time.This should not downgrade CPU GHz to match lower clock speed. Proposed Solution have redundant cache drive per Disk Group.	
6		The proposed solution must offer the ability to add nodes of different sizes, both in physical dimensions and in the quantity of RAM, Storage and Cores, to take account of the	

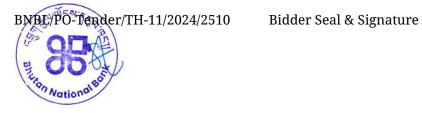|			
		changing needs of the organization over time	
7		The HCI storage must have integrated wizard to schedule snapshot for hourly/daily/weekly/monthly snapshot policies. Any additional software or license must be provided on day1. If the proposed solution does not meet the above-mentioned criteria, then the proposed alternate solution to meet the requirement is allowed subject to the condition that the proposed solution should satisfy the reliability, availability, performance and scalability requirements mentioned in this specification.	
8		The Solution should allow for taking clones of individual Virtual Machines for faster provisioning. Any additional software or license required must be provided on day1.	
9		The Solution should allow for taking snapshots of individual Virtual Machines to be able to revert back to an older state, if any additional software license is required, it must be provided on day1.	
10		Must support Instant space optimized point-in-time Snapshots. Should support unlimited snapshots	
11		The proposed solution must support the automated rolling upgrades of hypervisor, storage software, and firmware with no VM or storage down time without requiring the VMs to be relocated to other cluster or storage platform to accomplish these non-disruptive upgrades, all from a single GUI interface	
12		The solution design should have features like zero data loss and near zero downtime in case of disk, host, network, rack and site failure.	
13		No Single Point of Failure with complete redundancy at all levels. Nodes should be configured to have at least two copy of data available in cluster, in order to support data & cluster availability in event of One Node Failure. Nodes should have redundant cache drive per	

		disk group.	
14		The solution should be able to work on latest x86 server hardware available from all the leading vendors in the industry and should not be restricted to a particular vendor/make/model	
15		All servers in the HCI cluster must contribute Compute & Storage.	
c	Virtualization		
1		The proposed virtualization software shall provide a virtualization layer that site directly on the bare metal server hardware with no dependence on a general- purpose OS for greater reliability and security	
2		The solution shall provide the ability to add Memory, storage disks and NICs (provided the same is supported by the guest operating system) without the need to reboot the workload	
3		The solution shall provide a tool based physical/Virtual-to-virtual conversion to migrate existing physical workloads to the virtual platform with minimal disruption	
4		The solution shall provide zero-downtime, zero-data loss continuous availability against physical host failures. This should be offered without any dependency on the guest operating system. The solution should also store a redundant copy of the data which is accessible immediately by the Hypervisor and application.	
5		The solution shall provide capabilities to limit I/O for virtual workloads to ensure that business critical VMs are not affected due to congestion by other VMs on the same host	
6		The proposed solution's Hypervisor(s) must offer "Live VM Migration", "High Availability" and intelligent placement of workloads on nodes best suited to their execution.	
7		Hypervisor shall provide automated live migration for initial placement and balancing of	

		available resources with the rules to define affinity and / or anti-affinity of workloads. Proposed architecture should have redundant cache drive per disk group.	
D	Replication		
1		Proposed solution should support synchronous and asynchronous, local and remote replication to any x86 platforms as long as HCI SW is same.	
2		The ability to carry simultaneous out bi-directional replication between two data centers.	
3		The solution should provide orchestration layer to have automated disaster recovery. Unlimited VMs licenses should be provided for covering all the VM's & any new VMs organization will deploy in future.	
4		The ability to replicate bi-directional data center deployment of 2 DC's	
5		The solution must allow changing of IP address of recovered Virtual Servers to match target datacenter.	
6		The solution must allow the option to test DR failover to separate network with no impact to production workloads.	
7		The solution should have feature to assist in failback process to Primary datacenter.	
8		There should not be any restriction in number of VM's that can be enabled for replication.	
E	Security		
1		Proposed solution should have the feature of encrypting data-at-rest at SDS/Hard disk level, Third Part Key Management solution, if needed, should be provisioned from Day1	
2		The proposed solution must offer Micro segmentation for VM-level security (at the vNIC).	
3		The solution should provide a stateful distributed firewall such that the firewall for Virtual Machines can be provided closest to the application within the server itself without traffic going to a Physical Firewall	
F	Management		

1		The proposed solution must be managed through an HTML5 web-based console that provides a single pane of glass view for the entire environment	
2		The solution should provide prebuilt & customizable operations dashboards & reports to provide real time insight into infrastructure behavior, upcoming problems & opportunities for efficiency improvements.	
3		The solution should provide explanations, recommended solutions to performance, capacity & configuration problems. It should also associate workflows with alerts to automatically initiate corrective measures at critical thresholds.	
4		The solution should provide capacity analytics which can identify over- provisioned resources so they can be right- sized for most efficient use of virtualized resources.	
5		The solution shall aid in troubleshooting and operational management in the virtualized environment.	
6		Capacity Planning must be integrated into the proposed solution, showing both efficiency savings available to the deployed system (such as right-sizing workloads) and the predicted time remaining for RAM, CPU and Storage on the cluster (given "current" demand). Additionally, the planning should advise on what resources need to be added and allow administrators to model the behavior of the platform given additional (configurable) workloads	
G	Nodes	Proposed cluster should have minimum **3 Nodes** in DC & **3 Nodes** in DR. Rail kit,cables, cable management arm and bezel kit must be provided. **Note:** If any vendor requires 4 nodes, propose accordingly. Bidder should submit Make, Model & Part No. including detailed BOQ of HCI hardware	

		infrastructure for proposed HCI Hardware infrastructure submitted.	
H	CPU per Node	Minimum 2xIntel® Xeon® 6542Y Gold Processor 60M Cache, 2.90 GHz 24 Cores	
I	Memory per Node	Minimum: **12x 64GB RDIMM** Memory for **DC nodes** and **8x64GB** RDIMM Memory for **DR nodes**	
J	Storage Space	Proposed solution should be configured with min **60TB** usable all flash Storage after RF2/FTT2-RAID1 and after tolerating 1 Node Failure, the proposed storage should have data savings features like compression, deduplication and erasure coding. However, the usable storage capacity should be calculated without considering compression, deduplication and Erasure Coding factor. Should have redundant cache drives per disk group.	
K	Network Ports per Node & Security	Network Port: 4x 25Gbps & 4x 10GBps	
L	Power Supply per Node	Redundant Hot Plug Power Supply Kit	
M	**Firmware Code and Patch Management**		
1		The solution should provide seamless upgrade for (but not limited to) Firmware, Hypervisor, Storage OS, SDS software, BIOS and other such functions which are required in the solution.	
2		All patches for the complete hardware and software solution must come from a single validated source. It should be possible to apply and upgrade all software and Hardware related firmware and patches from the same GUI that is used to manage the HCI (It should not use the hardware management console for doing firmware upgrade of hardware)	
N	**Proactive Maintenance and Support**		
1		Proposed Appliance should come with a single proactive incident reporting and alerting which covers both Hardware	

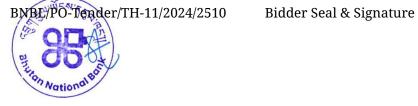|			
		components and full Software stack.	
2		Proactive Maintenance feature should automatically have the ability to alert all hardware and hypervisor related alerts to the 24 x 7 Call center of the DC.	
3		Original Equipment manufacturer should have online 24 x 7 support for any hardware or software related issue	
4		Proposed solution should have one window support solution for all the components including hardware, firmware and software used. The support should be from OEM.	
5		HCI solution must have direct OEM, L1, L2 and L3 support, 24x7x365 days with unlimited incident support (Telephonic / Web / Email) and technical contacts / contract within 4-hour response time including the unlimited upgrades and updates during tender specific warranty period.	
O	**Warranty**	1 Years onsite comprehensive warranty including all other accessories, Licenses related to smooth proposed HCI infrastructure from the date of successfully installation, commissioning, integration and final acceptance.	
	Implement ation	Project implementation, commissioning, and data migration from existing environment will be done.	

2. HCI Network Switch

TOR Data center Switch		
S. No	**Specification**	**Bidders Response (Yes/No)**
1	**General Features**	
1.01	The proposed solution should be at least in the LEADER quadrant in the latest " Gartner® Magic Quadrant™ for Enterprise Wired and Wireless LAN Infrastructure" report	
1.02	Should have at least 48 × 10/25G port and 6×40G uplink ports and a dedicated port for management and console. The switch should be activated with a 48 port 10/25G license on day 1.	

1.03	Form factor 1U and 19" Rack mountable. Rack mount kit to be provided.	
1.05	Shall support IPv4 and IPv6 from day one.	
1.07	Should have redundant power supply from day 1	
2	**Layer 2 / Layer 3 Switching functionality**	
2.01	Should have at least 1Tbps Switching backplane bandwidth	
2.02	Should have at least 1000 Mpps Packet Forwarding Throughput (Wire Speed)	
2.03	Should have IEEE 802.3, IEEE 802.3u, IEEE 802.3ab	
2.04	Should have IEEE 802.1Q, IEEE 802.1D, IEEE 802.1w, IEEE 802.1s, IEEE802.1X	
2.05	Should be configurable to support at least 4K VLANs	
2.06	Should be configurable to support 90K MAC addresses	
2.07	Network Latency should be 1 Microsecond (μs) or less	
2.08	Should support Jumbo Ethernet frames	
2.09	Should support bandwidth aggregation using IEEE 802.3ad (LACP) and Multi-Chassis Link Aggregation	
2.10	Per-port broadcast, multicast and storm control or similar feature to prevent faulty end stations from degradation of overall system performance	
2.11	Should have Layer 2 and Layer 3 QoS features	
2.12	Support for basic routing protocols (static, RIPv1 & RIPv2) and advanced routing protocols (OSPF, BGPv4 etc.), PBR etc.	
2.13	L2/L3 switching with L2-L4 traffic classification	
2.14	Should provide REST APIs for integration with other platforms in the network	
2.15	The architecture should be non-blocking.	
3	**Security Features**	
3.01	Should have IEEE 802.1x based Network Access Control for end-point security	
3.02	Should have dynamic port-based security, providing user authentication	
3.03	Should support Network Access control based on MAC, Hardware Vendor, Device Type, Family, OS, Host, User, Source, etc.	
3.04	Should have dynamic VLAN assignment	
3.05	Should support ACLs and extended ACLs based on source/destination IP addresses and TCP/UDP ports	
3.06	Should support MAC filtering to prevent forwarding of any type of packet with matching MAC address.	

3.07	Should have SSHv3 and SNMPV3 to encrypt traffic during Telnet and SNMP sessions.	
3.08	Should have port-based or VLAN based Mirroring capabilities.	
3.09	Should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized uses from altering the configuration.	
3.10	Should have DHCP client, relay	
3.11	Should have port security to secure the access to an access-port or trunk-port based on MAC address.	
3.12	Should support DHCP snooping, loop guard, STP BPDU guard, STP root guard.	
4	**Management**	
4.01	Should have HTTP/HTTPS web interface for configuration and management (optional)	
4.02	Should have SNMP V1/V2/V3 enabled	
4.03	Should have CLI, Telnet, TFTP, SSH capabilities to configure / access device through in-band or out-of-band management ports	
4.04	Should have support to NTP client	
4.08	Should have SYSLOG capabilities to enable system logging	
4.09	Should have RMON - Remote Monitoring with RMON groups (history, statistics, alarms and events)	
4.1	Should support multiple level of privileges and authentication for user access along with SSH support for secured device access.	
5	**Warranty and Support**	
5.1	The proposed solution should be quoted with 1-year support from OEM	

Important Note: Bidder should propose all the necessary hardware & software HCI Solution strictly as per the required specification. **All required Cables and other accessories for the switch and Server must be provided.**

Annexure IV: Bill of Quantity (BOQ)

| Bill of Quantity |

SL #	ITEMS	UNIT	QTY	UNIT PRICE (BTN)	TOTAL AMOUNT
1	Server with HCI Solution 1year License (DC Site)	NO	3		
2	Server with HCI Solution with 1 Year License (DR Site)	NO	3		
3	Network Switch	NO	4		
4	SFP+ Modules-duplex (It should be compatible and recommended by switch OEM)	NO	50		
5	SFP 25G Modules-duplex (It should be compatible and recommended by Switch OEM)	NO	25		
6	Installation and commissioning, if any	Lumpsum	1		
	Grand Total				

Note:
- The Proposed HCI Solution License should be Enterprise Version or Ultimate Version.

Annexure V: Integrity Pact Statement (IPS)

1. General:

Whereas, the Chief Executive Officer, representing Bhutan National Bank Limited, hereinafter referred to as the "Employer" on one part, and …………………………………………………………………… (Name or Designation) representing M/s. ………………………………………………………………..(Name of firm), hereinafter referred to as the "Bidder" on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document.

2. Objectives:

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

a. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

b. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this Tender shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer commits itself to the following: -

a. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly orthrough intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office for any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5   Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

a. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

b. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

c. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6   Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.
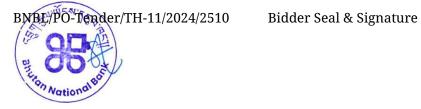
7 Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at *(place)* _____ **on** *(date)* _____

Affix Legal Stamp		Affix Legal Stamp

EMPLOYER   **BIDDER/REPRESENTATIVE**

CID [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]   CID [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

Witness: ....   Witness: ....

Name: ....   Name: ....

CID [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]   CID [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

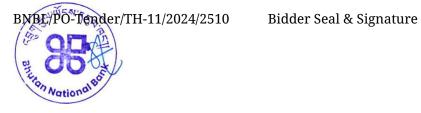### Annexure-VI: Proprietor Details (for Integrity Vetting Report)

Proprietor (s) Details	
*Name and Present Address:	
*CID Card No.	
*Telephone/Mobile No.	
*Email Address:	

*Signature and seal of the Proprietor (s)	

Footnote: /* Compulsory field

Annexure-VII: Work Awarding Letter

The [Insert n*ame of Bidder*],
[*Insert address (es) of Bidder*],

Sub: <u>Work awarding letter</u>

Sir/Madam,

The BNBL is pleased to accept your quotation for the [*Insert Name of contract*] at BNBL Corporate HQ Building, Thimphu as per Tender vide ref.# [*Insert tender reference No. & date*]. The contract will be awarded as detailed below.

You are required to report to the Procurement section, HRA Department, Head Office, BNBL, Thimphu within 7 (seven) days of the receipt of this notice to complete the following formalities:

1. Execute Contract Agreement,
2. Deposit Performance security amounting to [*Insert amount*] only in the form of Demand Draft/Cash Warrant/Bank Guarantee with validity of minimum of six (6) months, addressed to [Insert name of purchaser]**.**

Please be advised that failure to comply with the abovementioned formalities within the specified timeline may result in the rescission of your selection in accordance with the tender terms & conditions. For any queries, please feel free to contact the [*Insert name of procurement agency*]*,* at [Insert contact nos.] during office hours.
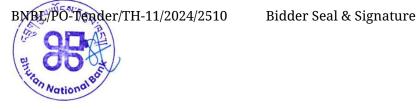
Your kind cooperation on the matter would be highly appreciated.

Thanking you.
Yours Sincerely,

[Insert name of purchaser]
[Insert designation]

Copy:
  ✓ The [*Insert name o procuring unit*], [*Insert address (es)*]: for necessary compliance.

Annexure-VIII: Letter to unsuccessful bidder(s)

The [*Insert name of Bidder*],
[*Insert address (es) of Bidder*],

Sub: <u>Regret letter for unsuccessful bid(s)</u>

Sir/Madam,

The BNBL is regret to inform you that, following the evaluation process, your bid offer for the proposed contract: [*Insert Name of contract*] at BNBL Corporate HQ Building, Thimphu as per Tender vide ref. # [*Insert tender reference No. & date*] has not been successful in this instance. The details of contract awarded for the year [insert year] are attached herewith for your kind reference.

The BNBL would like to thank you for the time and effort spent in submitting your offer. If you require a debrief on the above, please feel free to contact the Procurement Unit at [*Insert name of procurement agency*], at [Insert contact nos.] within seven (7) calendar days of the issuance of this notification.

Thanking you.
Yours Sincerely,

[Insert name of purchaser]
[Insert designation]

Copy:

The [*Insert name o procuring unit*], [*Insert address (es)*]: for necessary compliance.

Annexure IX: Contract Agreement

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

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

1.   [*Insert complete name of bank*], having its registered head office at [*insert address*] (*hereinafter called "the bank"*),

And

2.   [*Insert name of successful bidder*], holding certificate No. [I*nsert certificate number*] (*Hereinafter called "the successful bidder/Supplier"*).

WHEREAS the BNBL invited Bids- Tender for [*Insert brief description of work*] and has accepted the Proposal by the successful bidder for the supply of [*Insert details of work*] at the sum of [*insert contract price in words and figures*], expressed in the contract [currency] quoted by the successful bidder (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the BNBL and the successful bidder, and each shall be read and construed as an integral part of the Contract, viz.:
   a) This Contract Agreement;
   b) Tender terms & conditions;
   c) The successful bidder's Proposal and original Price Schedules;
   d) The bank's Notification of Award of Contract;
   e) The form of Performance Security;
   f) Negotiation of bids (if any).

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

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

For and on behalf of the bank   For and on behalf of the bidder

(_____)   (_____)
[*Insert title & designation*]   [*Insert title & designation*]

Witnessed by: _____   Witnessed by:_____
[*Insert identification of official witness*]   [Insert identification of official witness]