



## REQUEST FOR QUOTATION

# Renewal and Installation of License for Fortigate Firewall

(Tender No.: DHI/PROC-11/2024/521)

May 2024

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## Notice Inviting Quotation

Druk Holding and Investments Limited (hereinafter referred to as “DHI”/ “Purchaser”) invites e-Bids from eligible Bidders for renewal and installation of license for *FortiGate 101F Firewall* as per the following terms and conditions:

### Terms and Conditions

#### 1. Scope of Work

1.1. The Bidder(s) shall quote for all the items as per the Guaranteed Technical Particulars ([Annexure 2](#)) and the price schedule attached in [Annexure 3](#).

#### 2. Clarification to the Bid Document

2.1. Further clarifications can be obtained in writing from the address below during office hours no later than 7 days from the date of submission of the Bid.

SN	Name	Address
1	Mr. Damcho Dorji	Technical Supervisor Corporate Services Division Druk Holding and Investments Limited <a href="mailto:damchodorji@dhi.bt">damchodorji@dhi.bt</a> 17320878
2	Ms. Kinley Gyem	Associate Manager Corporate Services Division Druk Holding and Investments Limited <a href="mailto:kinleygyem@dhi.bt">kinleygyem@dhi.bt</a> 17787782

#### 3. Submission of Bid

3.1. Bidders must submit the Bids through the e-procurement website: [www.tender.bt](http://www.tender.bt). Refer [User Manual for Vendor Registration](#) and [User Manual for Bidding](#) available under the *Downloads* section on the website to guide you through the Bid submission process.

3.2. The Bidder shall submit the Bid Submission Form using the Form in [Annexure 1](#). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

3.3. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the bidder

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shall be rejected.

3.4. The Bid shall comprise of the following:

SN	Activity	Required or not	Submitted or not
1	Bid Submission Form ( <a href="#">Annexure 1</a> )	Yes	
2	Valid Trade License	Yes	
3	Tax Clearance Certificate	Yes	
4	Signed Integrity Pact Statement	Yes	
5	Bid Security	Yes	
6	Price Schedule ( <a href="#">Annexure 3</a> )	Yes	
7	Guaranteed Technical Particulars ( <a href="#">Annexure 2</a> )	Yes	
8	Any other documents	Optional	

\* This table is provided to assist Bidders in preparing their submissions. Bidders are not required to include this table in their Bids.

3.5. The following timeline shall be followed:

SN	Date & Time	Activity
1	June 5, 2024 at 1230 hours	Submission of Bid (The Bids shall be submitted on <a href="http://www.tender.bt">www.tender.bt</a> . Bids in hard copy shall not be accepted.)
2	June 5, 2024 at 1430 hours	Opening of Bids (The Bids shall be opened in the presence of Bidders or their representatives who choose to attend.)
4	June 12, 2024 (tentative)	Notification of Award
7	June 17, 2024 (tentative)	Signing of Contract

#### 4. Bid Price

4.1. The bidder shall quote for 1 year and 3 years of service.

4.2. All prices shall be quoted in Ngultrum.

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- 4.2. The quoted price shall be *inclusive of all related costs including taxes, duties and other levies* to the final place of delivery.
- 4.3. The final place of delivery is *DHI, Norzin Lam, 5th Floor new BOB Building, Thimphu*, addressed to *Associate Director, Corporate Services Division, Druk Holding and Investments Limited*.
- 4.4. The Bidder(s) *must quote for all the items* under this bid. Price bids will be evaluated for all the items together and a contract shall be awarded to the firm offering the lowest evaluated total cost of all the items.

## **5. Bid Validity**

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

## **6. Bid Security**

- 6.1. The Bid shall be accompanied by a Bid Security of *BTN 8,000/-* in the form of a Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft drawn in favour of the *Associate Director, Corporate Services Division, DHI* issued by the Financial Institution enforceable in any Banks in Bhutan:
  - The Bid security shall be valid up to *90 days* from the date of submission of the bid.
  - The scanned version of the Bid Security should be submitted with the Bid (refer [User Manual for EMD Upload](#) available under the Downloads section on [www.tender.bt](http://www.tender.bt)) and the *original Bid Security* shall be submitted to the Procurement Unit, DHI on/before the date of submission of the Bid.
  - If the Bidder(s) opts to Bank Transfer the Bid Security, it may be deposited to the DHI's BOB Account No. *100893691*, and submit the transaction details along with other documents during bid submission as well as email to [deki@dhi.bt](mailto:deki@dhi.bt) / [kinleygyem@dhi.bt](mailto:kinleygyem@dhi.bt)

- 6.2. The bid security shall be forfeited in the following cases:

- If the Bidder withdraws the bid after the Bid opening during the period of Bid validity.
- If a Bidder doesn't accept the arithmetical corrections of its bids.
- In the case of a successful bidder, if the bidder fails to sign the contract within the specified prescribed time and/or furnish the performance security within the prescribed time.

## **7. Performance Security**

- 7.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of *Associate*

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*Director, CSD, Druk Holding and Investments Limited, Thimphu* issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award.

## **8. Evaluation of Bid**

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

## **9. Purchaser's right to accept or reject any or all Bids**

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

## **10. Quantity Variation**

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

## **11. Award of Work**

- 11.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue a Notification of Award to the successful Bidder.
- 11.2. The contract period shall be at the discretion of the Purchaser.

## **12. Delivery Schedule**

- 12.1. The supply of the Goods and related service shall be completed within *7 days* from the date of issue of the Purchase Order, or the signing of the contract [if applicable].

## **13. Liquidated Damages**

- 13.1. In case of a delay in the completion of the work, liquidated damages at the rate of 0.1% per day of delay, a maximum of 10% shall be levied for the number of days of delay. The work shall be completed within the stipulated date and time.

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#### **14. Quality of Works**

14.1. The quality/standard of the work shall be maintained strictly and the work order for the selected firm not meeting the quality/standard of the work, will be cancelled and forfeit the performance security deposit. The work will be awarded to the next bidder.

#### **15. Verification and Acceptance of Work**

15.1. DHI shall carry out detailed verification and acceptance of the awarded work, and in case of fault, mismatching of requirements or any other issues found, DHI reserves the right to reject any or all of the works without assigning any reason. It will be at DHI's discretion to take the final decision on such a situation if pertains.

#### **16. Payment Terms**

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

#### **17. Termination**

- 17.1. 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:
  - 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
  - if the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of *7 days* after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

#### **18. Governing Law**

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

#### **19. Dispute Resolution**

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

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## Annexure 1: 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 about the Bidding Documents, including Addenda number: \_\_\_\_\_  
[insert the number and date of issue of each addendum];
- b. We offer to deliver the services in conformity with the Bidding Documents and in accordance with the Price Schedule: \_\_\_\_\_ [insert a brief description of the Services];
- c. Our Bid shall be valid for a period of 90 days 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;
- d. We have no conflict of interest;
- e. 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;
- f. 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.
- g. 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.
- h. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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 2: Guaranteed Technical Particulars

SN	Minimum Requirement	Purchaser's Requirement [Yes/No]	Bidder(s) to fill up [Yes/No]
1	Firmware & General Updates	Yes	
2	IPS Service	Yes	
3	Advanced Malware Protection	Yes	
4	Application Control	Yes	
5	URL, DNS & Video Filtering and Web Filtering	Yes	
6	Email Filtering & Outbreak Prevention	Yes	
7	Antispam Service	Yes	
8	FortiCare Premium	Yes	
9	Installation of the license to the device	Yes	

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### Annexure 3: Price Schedule

The Bidder shall provide a quotation for the license subscription for 1-year and 3-year subscriptions. DHI reserves the right to consider either 1 year or 3 year subscription.

SN	Description	Quoted Amount (BTN)	
		1-year subscription	3-year subscription
1	<p>The License will include the modules listed below which are currently subscribed to by DHI and installation of the license to the device.</p> <p>Unified Threat Protection (UTP) including:</p> <ol style="list-style-type: none"><li>1. Firmware &amp; General Updates,</li><li>2. IPS Service,</li><li>3. Advanced Malware Protection,</li><li>4. Application Control,</li><li>5. URL, DNS &amp; Video Filtering and Web Filtering,</li><li>6. Email Filtering &amp; Outbreak Prevention</li><li>7. Antispam Service, and</li><li>8. FortiCare Premium</li></ol>		

Total Amount in words (for 1-Year):.....

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Total Amount in words (for 3-Year):.....

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Signature of the Supplier: .....

Name of the Supplier: .....

Date: .....