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BOB

BANK OF BHUTAN

A dhi Company

Banker to the Nation since 1968

REQUEST FOR PROPOSAL

FOR

Implementation of End-To-End Early Warning System (EWS) Project for Bank of Bhutan

For a Period of 5- Years Total Cost of Ownership (TCO)

Tender No.: 000/BoB/Tender/2024/025 **2nd August 2024**

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NOTICE INVITING TENDER

Name of the Purchaser: Bank of Bhutan, Corporate Office

Bidding Type: Invitation for Supply, Delivery, Installation, Configuration, Commissioning, and Maintenance of EWS Project over a 5-years.

1. Detailed specifications, the scope of supply, terms, and conditions are given in the Bidding Documents, which are available as per the schedule below:

1. Tender No. 000/BOB/TENDER/2024/025	**Date: 02/08/2024**
2. Description of item	Implementation of End-To-End EWS Project for the Bank of Bhutan.
3. Bids details:	
a. Invitation of bid documents	From 02/08/2024 to 12/08/2024
b. Place of sale	Visit tender.bt (download the document)
c. Last date and time of submission	12/08/2024 at 1300 hours
d. Place of submission	Submission: Online from tender.bt
e. Opening date and time	12/08/2024 at 1500 hours
f. Venue for the opening of the bid	BoB Corporate Office, Thimphu, Bhutan.
4. Bid Security (EMD)	**BTN. 500,000.00 (Nu. Five Hundred Thousand only) or equivalent amount.** The bid security should be in the form of a Demand Draft /Cash Warrant /Banker's Cheque/ Bank Guarantee/Cash deposit, addressed to the Chief Executive Officer, enforceable by any financial institutions in Bhutan, and shall remain valid for three months from the last date of bid submission. The original copy of the above instrument should reach the Admin & Procurement Section, BoB Corporate Office, Thimphu before the bid submission deadline. The bidder(s) has the option to do a fund transfer in the following account details: Account Name: Bid Security EMD Money Account Number: 218773145

	Note: If the bidder opts to do a fund transfer, the bidder is not required to submit the original copy, however, the bidder is required to submit the soft copy along with the bid document online.
5. Bid Validity Period	60 calendar days from the date of the financial bid opening
6. Quantity Variation (Order)	Increase or decrease by 25%

2. Issuance of Bidding Documents shall not automatically construe that the Bidder fulfills the Qualifying Requirements which shall be determined during the bid evaluation based on data/documents submitted by the Bidder.

3. Qualification Requirements for the Bidders shall be as specified in the Bid Data Sheet (BDS).

4. The Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.

5. The bids shall be submitted at the address given below and shall be opened in the presence of the Bidder or Bidder's representatives who choose to attend.

Head, Procurement
Procurement Division, 2nd Floor
BoB Corporate Head Office
Norzin Lam, Thimphu Bhutan

6. About RFP

Bank of Bhutan is seeking proposals for the implementation of the **EARLY WARNING SYSTEM** (EWS) Solution, a proactive pre-sanction and post-sanction **Credit Monitoring System** designed to provide timely actionable insights to stakeholders regarding potential risks and stress in the borrower's profile throughout the loan lifecycle.

7. Purpose

The purpose of this RFP is to solicit proposals from qualified vendors to provide an early warning solution that ensures regulatory compliance, diversified portfolio monitoring, and can be configured by business users to customize relevant risk indicators.

8. Objective of this RFP

The objective of this RFP is to implement a system that serves as a risk management module. The proposed EWS solution would put in place early identification of potential defaults, improve monitoring, enhance decision-making through data-driven insights with the expert's judgments and sentimental analysis, prioritize intervention on high-risk accounts, meet regulatory standards with transparent reporting, bring operational efficiencies through automation of monitoring processes and resource optimizations, manage customers proactively through early engagement with personalized financial solutions, bring financial performance through improved profitability by identifying potential default clients and address expected Non-performing Assets (NPAs) early, demonstrate bank's reputation in the market with confidence, and have competitive advantages.

The Bank expects the Supplier to provide full-fledged services including but not limited to design, supply, implementation, configuration, customization, integration, monitoring, documentation, training, warranty support, post-warranty maintenance support, back-to-back arrangement from the OEM, however, if there is a local vendor(s), what are the roles played this local supplier(s). Any other activities related to or connected to the EWS systems and technologies.

The managing and backup services shall be the responsibilities of the Bank supported by the supplier.

Some of the key areas of focus are as follows, **but not limited to:**

a. Design, implement, and integrate.
b. Ensure Reporting as required by the Bank.
c. Risk assessment and mitigation, protection, and execution support for the solutions, software, and tools under the scope of the EWS project.
d. Ensure adherence to the Bank's Risk Management practice.
e. Ensure adequacy, appropriateness, and concurrency of various lending processes and procedures as per the requirement of the Regulatory Authority.
f. The selected Bidder shall be responsible for implementing the EWS system at the central location identified by the Bank, in case the Bank decides to go with Hybrid Solution. For an On-Premise solution, the Bank shall take care of all the hardware and third-party infra licenses, however, the selected Bidder shall provide details of the requirements in order to ascertain the Total Costs of Ownership (TCO).
g. The proposed EWS system should cover automated monitoring, detection, and trigger, put expertise judgment, controls, and provide action plans (as a Dashboard).

9. Due Diligence

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

The Bidder is requested to carefully examine the RFP documents and, the terms and conditions specified therein and if there appears to be any ambiguity, contradictions, inconsistency, gap, and/or discrepancy in the RFP document, the Bidder should seek necessary clarifications, as per the bid clarification clause below.

10. Ownership of this RFP

The content of this RFP is the copyright material of the Bank of Bhutan (BoB). No part or material of this RFP document should be published on paper or electronic media, without prior written permission from the Bank.

11. Eligibility Criteria

Sn.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)
1	The firm should have all necessary licenses, permissions, consents, No Objections, and approvals as required under law for carrying out its business.	Undertaking to be submitted	
2	The bidder must have successfully implemented or under implementation, similar software solutions like an Early Warning System/ Credit Monitoring system/ during the last 5 years, as of bid submission date, in BFSI entity of book size / AUM comparable to BOB	Purchase Order and Implementation sign-off	
3	ISO certified company		

BIDDING PROCEDURE

SECTION I. INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Supply

1.1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in **the Price Schedule.** The name, identification number, and a number of lots within this procurement are provided in the BDS.

1.2. Throughout this Bidding Document:
the term "in writing" means communicated in written form (e.g., by mail electronic mail) with proof of receipt;

a) if the context so requires, "singular" means plural" and vice versa; and

b) "day" means calendar day.

2. Fraud and Corruption

2.1. As per the RGoB policy, Purchasers require that the Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. The terms "Corrupt Practice", "Fraudulent practice": "Collusive practice", "Coercive practice" and "Obstructive practice" shall be as per the definition in GCC 4.2. In pursuance of this policy, the Purchaser:

a) will reject a proposal for award if it determines that the Bidder 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;

b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing for the contract;

c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser to inspect their accounts and records, and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;

d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

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

2.2. Furthermore, Bidders shall be aware of the provision stated in GCC 37.1i.a.iii.

3. Eligible Bidders

3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 4.1 a & b. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:

a) are associated, or have been associated in the past, with a firm or any of its affiliates that has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and/or other documents to be used for the procurement of the Goods and related Service to be purchased pursuant to these Bidding Documents, or

b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.

c) employ or otherwise engage, either directly or through any of their affiliates, a dependent or close relative of the Purchaser employee or has an authority over it. For the purposes of this Sub-Clause, a close relative is defined as an immediate family which includes a father, mother, brother, sister, spouse, and own children.

3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they:

a) are legally and financially autonomous;

b) operate under commercial law; and

c) are not a dependent agency (directly or indirectly) of the Purchaser.

3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1c) shall not be eligible to participate in this bidding process in any capacity.

3.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4. Exclusion of Bidders

4.1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:

a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated, or registered; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated, or registered or any payments to persons or entities in that country; or

c) Bidder is insolvent or is in receivership or is bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or

d) Bidder's affairs are being administered by a court, judicial officer, or appointed liquidator; or

e) Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

f) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or

g) Bidder has not fulfilled his obligations with regard to the payment of taxes, or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or

h) Bidder is guilty of serious misrepresentation in supplying information in this tender; or

i) Bidder has been convicted for fraud and/or corruption by a competent authority, or

j) Bidder has not fulfilled any of his contractual obligations with the Purchaser in the past

based on the Vendor Performance Management System (VPMS).

k) Bidder has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance with ITB. 4.1c).1 (a & b).

5.2. For the purposes of this Clause, the term "Goods" includes commodities, raw materials, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, supervision, installation, training, and initial maintenance.

5.3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Parts of the Bidding Document

6.1. The Bidding Document consists of Bidding Procedure and Contracts which include all the Sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Contract Forms

7. General Information

7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.2. The Purchaser is not responsible for the completeness of the Bidding Document and their addenda if any of these were not obtained directly from the Purchaser.

7.3. The Bidder is 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.

8. Clarification of Bidding Document

8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.

8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to Purchaser in writing at the Purchaser's address specified in the BDS.

8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than the date and time specified in the BDS.

8.4. Copies of the Purchaser's response shall be uploaded to the Purchaser's or relevant website including a description of the inquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 26.2.

8.5. A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders shall be invited to attend a pre-bid meeting to be held on the date, time, and location specified in BDS.

8.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.

8.7. The Bidders are requested to submit their questions and queries in writing no later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the Purchaser's website.

8.8. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of the pre-bid meeting.

9. Amendment of Bidding Documents

9.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.

9.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded to the Purchaser's website and or relevant website such addendum shall be binding on the prospective Bidders.

9.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 26.2 to allow prospective Bidders reasonable time in which to take the addendum into account in the preparation of their Bids.

9.4. It will be the responsibility of such Bidders to regularly visit the website for any addendum to the Bidding Documents until the last date of bid submission. The Purchaser shall in no way be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. Preparation of Bid

10. Cost of Bidding

10.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1. The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated into English. The English translation shall prevail on the interpretation.

12. Documents comprising the Bid

12.1. The Bid shall comprise the following:

Bid Submission Forms and Price Schedules in accordance with ITB Clauses 14 &14;

a) Bid Security, in accordance with ITB Clause 23;

b) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;

c) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;

d) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;

e) Alternative Bids, if permissible, in accordance with ITB Clause 15;

f) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1;

g) Deviation sheet in accordance with the Bidding Form: IV; and

h) Relevant Bidding forms

i) Any other documents required in the BDS.

13. Submission of Bid

13.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III. 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.

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

14. Price Schedule

14.1. The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms.

15. Alternative Bids

15.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.

16. Bid Prices and Discounts

16.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and the Price Schedules shall conform to the requirements specified below:

a) all lots and items must be listed and priced separately in the Price Schedules;

b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and

c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.

16.2. The terms EXW, CIF, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce pursuant to GCC sub-clause 3.3.

16.3. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs, and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms.

a) For Goods manufactured in Bhutan:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;

(iii) the price for inland transportation, insurance, and other local services required to deliver the Goods to their final destination specified in the BDS; and

(iv) the total price for the item.

(b) For Goods manufactured outside Bhutan

(i) The price of Goods, quoted CIF/CIP/DDP/any other, place of Entry in Bhutan, as specified in BDS;

(ii) Custom Duties and any other taxes which will be payable on the Goods in Bhutan, if specified in BDS;

(iii) The Cost of inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the Port of entry to their final destination, if specified in BDS; and

(iv) the total price for the item

(c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the *Schedule of Supply*, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.4. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

16.5. If so, as indicated in ITB Sub-Clause 16.1, Bids are being invited for individual items, lots, or packages as indicated in the BDS unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts

within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

17. Vendor Performance Management System

17.1. The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available on the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.

18. Price Variation

18.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by the BDS. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

19. Currencies of Bid

19.1. The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.

19.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.

19.3. Bid prices shall be evaluated in accordance with ITB 38. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

20. Documents Establishing the Conformity of the Goods and Related Services

20.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.

20.2. The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a

statement of deviations and exceptions to the provisions of the Schedule of Supply must be clearly indicated in the deviation schedule under Section III, Bidding Form.

20.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.

20.4. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply with the exception in certain Bulk items, Strategic Critical and Strategic Security items category.

20.5. In order to prove that the Goods offered are of acceptable quality and standard, the Bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

21. Documents Establishing the Qualification of Bidders

21.1. The Bidder shall have the minimum level of financial capacity if so, specified in the BDS to qualify for supply of Goods and Related Services under the Contract.

21.2. The Bidder shall have the following technical capacity and minimum level of experience to qualify for the supply of Goods and Related Services under the Contract:

the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;

a) the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;

b) specific experience in the Supply of similar Goods and related services if so, specified in the BDS;

c) minimum production capacity or availability of equipment if so, specified in the BDS; and

21.3. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;

b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent/dealer in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

c) that, if permitted in the BDS, Bids submitted by a Joint Venture/Consortium (JV/C) of two or more firms as partners comply with the following requirements:

i) The bid is signed to be legally binding on all partners;

ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

iii) one of the partners is nominated as the lead partner of the JV/C, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C;

iv) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and

v) a copy of the JV/C Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

22. Period of Validity of Bids

22.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period and inadequate value shall be rejected by the Purchaser as non-responsive.

22.2. In exceptional circumstances, prior to the expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid

Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 22.3.

22.3. The provisions of the ITB 23 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

23. Bid Security

23.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and the amount specified in the BDS.

23.2. The Bid Security shall at the Bidder's option, be in any of the following forms:

(i) an Unconditional Bank Guarantee (in accordance with the form included in Section IV, Bidding Forms); or

(ii) a Banker's Cheque/Cash Warrant or

(iii) a Demand Draft;

(iv) Cash deposit through Bank Transfer, in case of exceptional circumstances where the submission of bid security by the above form is not possible.

23.3. The Bid security shall be issued by a reputable financial institution and enforceable in any Bank in Bhutan.

23.4. Bid Security shall be submitted in its original form and copies shall not be accepted.

23.5. Bid Security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS.

23.6. Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.

23.7. The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 46. In the case of a single-stage-two envelope and two-stage mode of tendering, the Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.

23.8. The Bid Security shall be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB Sub-Clause 22.2; or

b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 44;

(ii) furnish a Performance Security in accordance with ITB Clause 45; or

(iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 35.4.

23.9. The Bid Security of a JV/C must be in the name of the JV/C that submits the Bid.

24. Format and Signing of Bid

24.1. The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 12 and clearly mark it **"ORIGINAL."** In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them **"COPY".** In the event of any discrepancy between the Original and the Copies, the Original shall prevail.

24.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

24.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the Bid.

D. Submission and Opening of Bids

25. Submission, Sealing and Marking of Bids

25.1. Bids shall be delivered by hand, courier, registered post, or electronic means. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent re-opening.

25.2. The outer Envelope shall:

a) be marked "CONFIDENTIAL";

b) be addressed to the Purchaser provided in the BDS;

c) bear the Tender name and number; and

d) provide a warning not to open before the time and date for Bid Opening.

25.3. The Inner Envelope shall contain:

a) be marked "ORIGINAL", "ALTERNATIVE" (if permitted), and "COPY".

25.4. Where Bids are invited under the single stage single envelope, both technical and financial bids shall be in one envelope.

25.5. In addition to the identification required in ITB Sub-Clause 25.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 27.

25.6. If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

25.7. In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed upon with the Purchaser, and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

25.8. When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

26. Deadline for Submission of Bids

26.1. Bids shall be delivered by hand, courier, registered post, or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.

26.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26.3. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified bidding document (Bid Validity and validity of Bid Security).

27. Late Bids

27.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

28. Withdrawal, Substitution, and Modification of Bids

28.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:

a) submitted in accordance with ITB Clauses 24 and 25 in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION;” and

28.2. Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 26.

28.3. Bids requested to be withdrawn shall be returned unopened to the Bidders.

28.4. 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 by the Bidder on the Bid Submission Form or any extension thereof.

28.5. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 22.1, may result in the forfeiture of the Bid Security pursuant to Clause 23.5. If the lowest or the lowest evaluated Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.

29. Bid Opening

29.1. The Purchaser shall conduct the Bid Opening in public, in the presence of Bidder-designated representatives who choose to attend, and at the address, date, and time specified in the BDS.

29.2. Bidders, their representatives, and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.

29.3. First, envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.

29.4. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening.

29.5. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening.

29.6. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other

details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.

29.7. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 27, and Bid Security not in accordance with ITB 23.

29.8. Substitution Bids and modifications submitted pursuant to ITB Clause 28 that are not opened at Bid Opening shall not be considered for further evaluation.

29.9. The Bidders' representatives and attendees who are present shall be requested to sign the record of Bid Opening. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record.

29.10. In the case of the Single Stage Two Envelope Bid, the technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

E. Evaluation and Comparison of Bids

30. Confidentially

30.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

30.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.

30.3. Notwithstanding ITB Sub-Clause 30.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

31. Clarification of Bids

31.1. To assist in the examination, evaluation, and comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bids such as discrepancies between the offered Guaranteed Technical Particulars and test value/ drawings/relevant documents, any documentary evidence including type test report, past performance certificates, ISO certificates etc.

31.2. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser'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 Purchaser in the evaluation of the Bids, in accordance with ITB Clause 35. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

32. Preliminary Examinations of Bids

32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause 12 have been provided and to determine the completeness of each document submitted.

32.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1(a);

b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);

c) Bid Security, in accordance with ITB Clause 23.

32.3. No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

33. Examination of Techno-Commercial Bids

33.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2. During the evaluation of bids, the following definitions shall apply:

a) "Deviation" is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations, and feedback will constitute a deviation and shall be indicated in the deviation sheet;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

33.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 20, to confirm that all requirements specified in the Schedule of Supplies have been met without any material deviation or reservation.

33.4. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall be rejected.

34. Responsiveness of Bids

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

34.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and technical specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) affects in any substantial way the scope, quality, or performance of the Goods or Related Services required; or

b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights, or the Bidder's obligations under the Contract; or

c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

34.3. If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

35. Nonconformities, Errors and Omissions

35.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

35.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

35.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

a) If there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious

misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 35.3 (a) and (b) above.

35.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

36. Conversion to Single Currency

36.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening.

37. Margins of Preferences

37.1. A margin of preference may apply to domestic Goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

38. Detail Evaluation and Comparison of Bids

38.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

38.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies, and criteria defined in this ITB Clause 38. No other criteria or methodology shall be permitted.

38.3. To evaluate a Bid, the Purchaser shall consider the following:

a) evaluation shall be done for Items or Lots, as specified in the BDS;

b) the Bid Price, as quoted in accordance with ITB Clause 16;

c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 35.3;

d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;

e) adjustments due to the application of the evaluation criteria specified in the BDS; and

f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 37, if applicable.

g) If required, the Purchaser may carry out the inspections of the Bidder's factories to assess the production and technical capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made.

38.4. The Purchaser's evaluation of a Bid shall exclude and not consider:

a) in the case of Goods manufactured in Bhutan, sales and other similar taxes will be payable on the Goods if the Contract is awarded to the Bidder;

b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales, and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

38.5. The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, the factors, criteria, and the methodology of application shall be as specified in ITB Sub-Clause 38.3 (e).

38.6. If so, as specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combination is specified BDS.

38.7. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 34.

39. Abnormally High / Low Bids

39.1. An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.

39.2. When the prices in a particular bid appear abnormally low or seriously unbalanced, the Purchaser shall revisit/ review its own estimated value. Based on the revised value, the

decision shall be taken to reject/ accept the abnormally low or high bids. The Procuring Agency /TEC shall seek written clarifications from the Bidder including a detailed price analysis of its bid price in relation to the subject matter of the contract and any other requirements of the request for Bidding Documents.

39.3. If the Purchaser decides to accept the abnormally low bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security, to a maximum of 10% of the quoted amount in the form of BG/DD enforceable in any Bank of Bhutan. The Differential security shall be retained till the completion of the supplies.

39.4. If the prices of all the received bids are abnormally high, then the Purchaser may negotiate with the lowest evaluated Bidder after approval of the Competent Authority. In case the negotiation fails, all bids may be rejected.

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

40.1. The Purchaser 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.

F. Award of Contract

41. Award Criteria

41.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to vary quantities

42.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43. Notification of Award/Letter of Acceptance

43.1. Prior to the expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and may publish a Notification of Award on the Purchaser's website or relevant website.

43.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

43.3. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 45. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 23.4.

43.4. After the issuance of Notification of Award, unsuccessful Bidders within three (3) days may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. Where a request for debriefing has been received within the deadline, the Purchaser shall provide debriefing within five (5) days in writing to any unsuccessful Bidder.

44. Signing of Contract

44.1. At the same time as notifying the successful Bidder in writing through NoA that its Bid has been accepted, the Purchaser shall invite the successful Bidder to sign of Contract Agreement.

44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder is required to submit performance security and sign the Contract Agreement.

44.3. Where the Contract is not signed by both parties in person:

a) The Purchaser shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;

b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Purchaser, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the Purchaser in the NoA;

c) The Contract shall become effective from the date of signing these documents;

d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

44.4. Notwithstanding ITB Sub-Clause 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can

demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations, and/or licenses necessary for the export of the Goods, systems or services under the terms of the Contract.

45. Performance Security

45.1. Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 16, using any of the following forms:

a) Unconditional bank guarantee in the form provided for in Section VI, Contract Forms.

b) Forms, or another form acceptable to the Purchaser, or

c) Banker's certified cheque/cash warrant, or

d) Demand draft.

e) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.

45.2. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Bank in Bhutan.

45.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered a "withdrawal" and all relevant clauses shall apply.

SECTION II. BID DATASHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to this bidding process only. The Purchaser has specified in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information is provided, and no clause shall be left blank. For clarity in the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. The BDS table below provides a summary of all information that is mandatory for the bidders to comply with, failure to submit any of the required documents/information within the ITB clauses mentioned below shall be considered non-responsive and shall be rejected.

ITB Clauses	**Particulars**
1.1	The Purchaser is*:* **Bank of Bhutan, Corporate Office, Norzin Lam, Thimphu**
8.2	For bid clarification purposes, the Purchaser's address is: Attention: Manager, Procurement Section Address: Bank of Bhutan, Corporate Office, Norzin Lam Postal Code: 102 Phone number: 02-334333 Electronic mail: dupchen.lepcha@bob.bt, and db.rai@bob.bt
8.3	**Bid Clarification requests will be received ON or BEFORE:** Date & Time: **8th August 2024 ON or BEFORE 1700 Hours (BST)** Clarification after the deadline shall not be accepted.
8.5	A pre-bid meeting **shall not take place**
11.1	The language of a bid is: **English**
12.1(i)	**The Bidder shall submit with its Bid the following additional documents:** a) Latest Tax Clearance Certificate; b) The Bidder needs to quote the complete items listed in the Bills of quantity. c) Warranty period proof document; and d) any other relevant documents.
14.1	**Bid Submission Format:** Single Stage – Two-envelope method The Bidders' bids who have complied with the technical and functional specifications shall be evaluated based on the **Financial 40% and Technical, Functional, and Presentation 60%.**

15.1	Alternative Bids **shall not be permitted**.
16.3	The Bidder shall quote prices using any of the following Incoterm: **Latest Incoterm (DDP)**
16.3 (a) (iii) & (b) (i, ii, iii)	The final destination is the BoB Corporate Office, Norzin Lam, Thimphu Bhutan.
16.5	The bidders shall quote the prices to one hundred percent (100%) of the implementation and its AMC.
18.1	The prices quoted by the Bidder **shall not be adjustable.**
19.1	The Bidder shall quote in **BTN**
20.3	The minimum period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.) **is 12 months after the Go-Live of the project.**
21.1	Financial Capability **shall not apply** to this contract.
21.2	**Experience and Technical Capacity**: a detailed experience and technical capacity are provided after the price schedule in this bid document.
21.3(a)	**The manufacturer's authorization:** Manufacturer Authorization (MAF) Letter from OEM, brochures, and data sheets along with the proposal for each quoted product.
21.3(b)	After the implementation of the project, maintenance, repair, spare parts stocking, and related services **are required**.
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted: **"YES".**
22.1	The Bid validity period shall be 60 days from the last date of bid submission
23.1	- The Bidder shall furnish a bid security in the amount of Nu. 500,000.00 (Five hundred Thousand Only). The bid security shall remain valid for a period of 30 days beyond the validity period for the bids.
24.1 & 25.1	In addition to the original Bid, the number of copies is: Online submission only
25.2(b)	For bid submission purposes only, the Purchaser's address is*:* Manager, Procurement BoB Corporate Head Office, Norzin Lam Thimphu, Bhutan, P/O No.: 102
25.7	The evaluation shall be done in **a Single Stage - Two-envelope method**.

25.8	The Bidders shall submit their Bids electronically.
26.1	The deadline for the submission of the Bid is: 12th August 2024 at 1300 Hours (BST).
27.1	**Late submission:** Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
29.1	The bid Opening shall take place at: ▪ Address: BoB Corporate Head Office, Thimphu ▪ Date and Time: 12th August 2024 at 1500 Hours (BST)
37.1	A margin of 10% Domestic Preference **"shall not"** apply.
38.3	**Evaluation will be done for:** a detailed evaluation criteria are provided after the price schedule in this bid document.
38.5	These factors shall be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. Therefore, **these factors refer to technical and functional specifications.**
38.6	Bidders **shall not** be allowed to quote prices for more than one. However, one-time quotes for lot wise shall be accepted.
41	**Award Criteria:** The award of the Contract shall be for a project whose offer has been determined to be the lowest evaluated Bid.
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract within 10 days of issuance of the Notification of Award/Letter of Acceptance.

SECTION III: BIDDING FORMS

Form I: Bidder's Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.

Date: ..... *[insert date (as day, month, and year) of Bid submission*]

Tender No.: .....[*insert number of bidding process*]

1. Bidder's Legal Name: .....*[insert name]*	
2. In the case of a Joint Venture/ Consortium (JV/C) legal name of each member: Not Applicable	
3. Bidder's or each member of JV/C 's Country of Registration: .... *[insert Country of Registration]*	
4. Bidder's or each member of JV/C 's Year of Registration: ..... *[insert year of registration]*	
5. Bidder's or each member of JV/C 's Legal Address in Country of Registration:..... ..... *[insert legal address]*	
6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: ..... *[insert Authorized Representative's name and identity No.]* Address: ..... *[insert Authorized Representative's address]* Telephone/mobile No.:..... *[insert Authorized Representative's contact No.]* E-mail Address: ..... *[insert Authorized Representative's email]*	
Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*	
☐	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
☐	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
☐	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
☐	Tax clearance certificates.

Form II: 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]***
Alternative No.: ..... ***[insert number, if this Bid is for an alternative]***

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

We, the undersigned, declare that:

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

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

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

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

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

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

(e) Our Bid shall be valid for a period of ..... ***[insert number]*** from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

If our Bid is accepted, we commit to provide Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;

(c) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;

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

(i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;

(j) Our firm, its affiliates, or subsidiaries - including any subcontractors or suppliers for any part of the contract - have not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

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

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

(m) we accept the Vendor Performance Management System.

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 the person whose name and capacity are shown]*

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

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

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

Dated on _____ the day of _____*[insert date of signing]*

Form III: Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

……..
[insert Bank's Name, and Address of Issuing Branch or Office]

Tender No. ……

Beneficiary: ..... [Name and Address of Purchaser]

Date: _____

BANK GUARANTEE No.:_____

At the request of the Bidder, we…… *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of……
……. *[insert amount in figures]* ……..
[insert amount in words] upon receipt by us
of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its
obligation(s) under the Bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid;

or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

_____ Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. *[signature(s)]*

Form IV: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: ..... ***[insert date of Bid Submission]***

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

Alternative No.: ..... ***[insert identification No if this is a Bid for an alternative]***

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

WHEREAS

We ***..... [insert complete name of the Manufacturer],*** who are official manufacturers of ..... ***[insert type of Goods manufactured],*** having factories at ..... **[insert full address(es) of the Manufacturer's factory/ies],** do hereby authorize ..... ***[insert complete name of Bidder]*** to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely ..... ***[insert name and/or brief description of the Goods],*** and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with GCC Clause 28 with respect to the Goods offered by the above firm.

Signed: ..... ***[insert signature(s) of authorized representative(s) of the Manufacturer]***

Name:..... ***[insert complete name(s) of the authorized representative(s) of the Manufacturer]***

Title: ..... **[*insert title(s) of the authorized representative(s) of the Manufacturer]***

Duly authorized to sign this Authorization for and on behalf of ..... ***[insert complete name of the Bidder]***

Dated on the ..... ***[insert number]*** day of .....[***insert month]*** ..... ***[insert year].***

Form V: Integrity Pact Statement

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the Integrity Pact (IP).

1 General:

Whereas ..... representing the Bank of Bhutan, hereinafter referred to as the **"Employer"** on one part, and Mr./Mrs. ..... representing M/s. ....., 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 parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to "**large**" scale works, goods, and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

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**[1] and **contract administration**[2], with a view to:

2.1 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

2.2 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 IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer commits itself to the following: -

4.1 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 or through 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 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 the 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: -

5.1 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.

5.2 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.

5.3 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 offense (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or anyone 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 offense 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 the 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

EMPLOYER - .....

CID: | | | | | | | | | | | |

Affix Legal Stamp

BIDDER/REPRESENTATIVE- .....

CID: | | | | | | | | | | | |

Witness to

Employer:

Name: **.....**

CID: | | | | | | | | | | | |

Witness to Bidder:

Name: .....

CID: | | | | | | | | | | | |

Form VII: PRICE SCHEDULE FORM

Alterations to this price schedule shall **NOT** be accepted. If any alteration, the bid shall be rejected. The price should include the installation charges and all taxes.

The Bidder shall quote for On-Premise hosting for the EWS as shown in the table below.

1. Table: Commercials for On-Premises Hosting*:*

#	Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	License Cost						
2	Implementation Costs Including integration						
3	AMC (Post-warranty)						
	Total Bid Amount						

Notes:

1. *Cost of CR per man days (for onsite and offshore).*
2. *Warranty period of 1-year post go–live.*
3. *The cost should be inclusive of all taxes.*
4. *The bidders are requested to quote for the AMCs after Year 1 above.*

2. Bills of Quantities

#	Hardware/Software	Details	QTY
1	EWS Software	License cost	1
2	Implementation Costs	Implementation & Integration	1

3. Technical Specifications

3.1 Detailed Technical Compliance (please write YES/NO in the vendor's column provided below in the table:

#	ITEMS	TECHNICAL & ARCHITECTURAL REQUIREMENTS	BoB's Requirement	Vendor's Confirmation (YES/NO)
1	**Hosting Infrastructure**	a. The proposed solutions should be platform agnostic and not a particular hardware dependent. b. The Vendor shall specify the suitable hardware and supporting software which shall deliver the best. c. throughput and performance considering the present volumes and the sizing proposed. d. The application proposed should support N+1 redundancy with active-active components and a minimum of two nodes. e. The system should be able to run on major operating systems like Oracle Linux or Solaris on X86 or RISC-based platforms (SPARC systems) f. The system should be designed with a micro-services architecture that allows for easy scalability and modularity.	Critical	
2	**Cloud Readiness/cloud agonistic**	a. The proposed solution should offer flexibility to support both cloud and on-premise deployment cloud hosting platforms such as Private Cloud, Public Cloud, etc. b. The solution must adhere to the bank's cloud and IS security policies/Regulatory guidelines	Critical	
3	**Backup & Restoration**	Undertake with and assist the bank official in the following server administrator activities (indicative): a. Configure Backup for an automatic backup of Applications and Data.	Critical	

		b. Daily archiving process, incremental and full backups including application.		
4	**RTO / RPO**	Monitoring and confirming the DR replication and performing DR Drill: a. Ensuring that the application maintains the RPO and RTO as per Bank's requirements. b. Performing switchover and switchback operations for DR drills as per the Bank's requirements. c. Coordinating with the bank for creating infrastructure for Disaster Recovery and Business Continuity Management as per Bank policies. d. The system should be able to recover quickly from any disruptions or downtime using the disaster recovery plan.	Critical	
5	**Security – SSO, MFA**	The proposed solutions should support SSO (Single Sign On) and MFA	Critical	
6	**Security – Data, Application**	a. System should provide the capability to protect sensitive information e.g. (any customer-related information) that must be shared by email. Information should be protected both during and after the delivery. b. Email and attachments should be kept confidential and tamperproof no matter where they are distributed and stored. c. System Should be able to support & implement digital signatures. e. The proposed solutions should be compliant with PCI/DSS and other data security standards	Critical	
7	**Security – Encryption**	a. Encryption/ Decryption (adopt internationally accepted and published security standards that are not deprecated/ demonstrated to be insecure/ vulnerable). b. System should come with AES-256 encryption capability and should be available from day 1.	Critical	

		c. System Should support repository level as well as file level encryption/Decryption.		
8	**Security – Audit**	a. System should provide a comprehensive audit trail and audit logs features to monitor the activity of all programs/functions/processes and data files etc. and as per Bank's Policy and/or requirements. b. Audit logs should contain logs for all users and transactions.	Critical	
9	**Security - Patches, VAPT**	a. Computer Security audit/Information Security Audit of EWS and its associated software applications may be conducted by the Bank or any auditor appointed by the Bank. The vendor has to remedy all discrepancies observed in the audit findings. b. Patches/ upgrades against any vulnerabilities found during the Security Audit should be provided without any Change request.	Critical	
10	**Performance Benchmarking**	a. The proposed solution's architecture must be scalable and shall support the increasing number of users and concurrent processing. b. Should support tiering of data as per data availability and performance requirements. c. Most critical and frequently accessed data should be available in tiers that support high performance and so on. d. Should support compression tiering so that colder (Less frequently accessed) data is compressed to a greater level than actively accessed data in storage f. The system should be designed with a micro-services architecture that allows for easy scalability and modularity. g. Application performance tuning like handling of sessions, exceptions, etc. h. The proposed solution should come	Critical	

		with load testing tool for better benchmarking		
11	**Upgrades & Maintenance**	a. The vendor shall do proactive monitoring and capacity planning well in advance at regular intervals and advise the Bank on software/hardware upgrades. b. Change Requests for configuring/creating additional parameters, amending/creating workflows, adding/modifying product parameters in any of the segments, etc. will be part of the support scope at no additional cost. c. The bidder would be responsible for updates, patches, bug fixes, and version upgrades. Bug fixing, enhancement, modifications, customization, patches, and upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)	Critical	
12	**Integrations**	a. All integration should be in STP mode with/without minimum intervention from the user and leveraging the existing platform. c. The System shall support message-based collaboration based on standard network protocols such as HTTPS, SFTP, and SMTP d. The System shall support SMTP and SNMP-based integration with Email Servers. e. Support standard APIs f. It should support middleware integration and open API platforms.	Critical	
13	**Configuration & ease of use**	a. The application deployment should be easily configurable by the Banks IT team or should be manageable by the automation of deployment. b. The system should be compatible with all types of current browsers and any	Critical	

		upgrades for browser compatibility in the future should come at no additional cost. c. The system should be customizable and allow for easy integration with other tools and platforms. d. Minimal customizations/changes as low-code no code platform. e. Ability to capture and store borrower information including personal details, financial history, credit score, and other relevant data. f. The system should be responsive and mobile-friendly, with a design that adapts to different screen sizes and devices. g. Minimal customizations/changes as low-code no code platform		
14	**Data Masking**	Enable suitable information security / cyber security/ data encryption/masking (especially card data) and secure configuration in respect of the components, and utilities in the system, as per the requirement of the Bank from time to time. Security headers need to be taken care of, especially CSP headers	Critical	
15	**TPS**	The system should be scalable and able to handle large volumes of loan data and user traffic.	Critical	
16	**Workflow Capabilities**	The EWS system should give a facility to identify complete loans process and stages of loan performance for efficient monitoring.	Critical	
17	**Monitoring & Observability Capability**	a. The application should support the external tools for monitoring the performance of the loans. b. Reporting and analytics to track loan performance, portfolio risk, and compliance.	Critical	

		c. Application monitoring d. log management (SOC integration)		
18	**Access Management**	a. System should adhere to the password policy of the bank and AD authentication. b. The solution should have the feature of setting up LDAP and other security measures including access control and authentication. c. EWS system should allow administrators to manage various groups, users, roles, etc. d. System should have the facility for Admin users to define and configure various workflow steps for each process.	Critical	
19	**DevSecOps**	The vendor should have implemented modern-day dev sec ops practices for software development along with security and access controls.	Critical	
20	**Web Scraping**	The Application software should have the capability of being integrated with internal source of data and other external web sources or customer sourcing channels like websites, google, face book, you tube, yahoo etc. to pick sentimental analysis data.	Critical	
21	**Analytics**	a. The System should have the capability for Setting up Score Card, Rating/ experts judgement/ trigger signal as whistle blower. b. System should provide a facility to define different rating criteria for different facilities/groups of customers and put them different risk buckets (Low, Medium & High) c. System should allow defining required subjective and financial as well as loan parameters. d. Preloaded reports and configurable dashboards to provide detailed analysis detailed in technical specs.	Critical	

22	**Post Go Live**	a. The system must support 24 hours x 7 days x 12 months of nonstop continuous processing. Product upgrades & enhancements · Maintenance releases · Patches & bug fixes · Remediation of the VAPT observations if applicable b. Updates/ Upgrades/ New releases/ New versions need to be notified to the Bank about the same and need to be covered as part of AMC/ ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, and consolidating all enhancement requests made by the Bank. c. Patch management, release update, and upgrade of in-scope applications during the contract period, all update or upgrade needs to be done with the concurrence of the Bank	Critical	
23	**Training**	Hands-on training on the functional and technical to the Banks team. Training material and user manual	Critical	
24	**Help Desk**	Vendor to allow, accept, track, and respond (24/7) to the support request by the bank.	Critical	

3.2 Functional Compliance

Sl. No	FUNCTIONAL & ARCHITECTURAL REQUIREMENTS	BoB's Requirement	Vendor's Confirmation (YES/NO)
1	**Data collection and integration**		
	The system should have the capability of capturing and analyzing the following; • **Internal Data:** Financial statements, transaction records, loan performance, manual data, etc. • **External Data:** Market trends, economic indicators, regulatory changes, and industry benchmarks.	Critical	Select

	• **Data Sources:** NDI, EDMS, CRST, ROC, Card Zone, credit rating, CIB, OPS, IFRS, DRC, RAMIS, LMS, FTP, Insurance, LOS, CDR, CBS, Risk management systems, etc., and external data feeds. • **System Compatible**: The platform shall be highly parameterized and should be able to configure the new change/ modification in parameters/ new products from the admin portal		
2	**Risk Identification**		
	The system should be able to identify the following risk and alert the bank; • **Credit Risk:** Monitor borrower creditworthiness, default rates, and changes in credit ratings. • **Market Risk (macro analysis):** Assess exposure to market fluctuations, including interest rates, exchange rates, and commodity prices. • **Operational Risk:** Identify risks arising from internal processes, systems, or external events. • **Liquidity Risk:** Evaluate the ability to meet short-term obligations and manage cash flows. • **Compliance Risk:** Ensure adherence to regulations and standards.	Critical	
3	**Risk Assessment Models**		
	The system should be capable of performing analytics through the following models; • **Quantitative Models:** Statistical and mathematical models to assess risk exposure. • **Risk Grading:** Classifying the borrower as per risk bucketing (Low, Medium and High) and monitoring large borrowers behavior scoring to identify high risk borrowers. • **Qualitative Models:** Expert judgment and scenario analysis to assess potential impacts. • **Machine Learning and AI:** Advanced analytics for predictive modeling and pattern recognition. • **Minimum Library Indicators:** Functionality must possess minimum of 100 library access indicators.	Critical	
4	**Analysis:**		
	1. Sector-wise portfolio analysis 2. Branch-wise portfolio analysis as per bucketing. 3. Product-wise portfolio analysis 4. Customer segment-wise portfolio analysis 5. Trend analysis 6. Sensitivity analysis	Critical	

<table>
<tr><td></td><td colspan="3">7. Ratio analysis
8. Stressed assets
9. Stressed borrowers</td><td></td><td></td></tr>
<tr><td>5</td><td colspan="3">Trigger/Alert and monitoring mechanism</td><td></td><td></td></tr>
<tr><td></td><td colspan="3">Thresholds and Triggers: Prompt alerts for potential breach of internal and regulatory threshold:</td><td>Critical</td><td></td></tr>
<tr><td></td><td colspan="3">Thresholds</td><td></td><td></td></tr>
<tr><td></td><td></td><td>Internal Thresholds</td><td>RMA Thresholds</td><td></td><td></td></tr>
<tr><td></td><td>Return on Equity</td><td>13.4%</td><td>Threshold as per compacts</td><td></td><td></td></tr>
<tr><td></td><td>Cost to Income Ratio</td><td>31.7%</td><td>Threshold as per compacts</td><td></td><td></td></tr>
<tr><td></td><td>Capital Adequacy Ratio</td><td>≥12.5%</td><td>>12.75%</td><td></td><td></td></tr>
<tr><td></td><td>Credit to Deposit Ratio</td><td><73%</td><td><79%</td><td></td><td></td></tr>
<tr><td></td><td>Statutory Liquidity Ratio</td><td>≥20%</td><td>>22%</td><td></td><td></td></tr>
<tr><td></td><td>Gross Non-Performing Assets</td><td>≤3%</td><td>≤3%</td><td></td><td></td></tr>
<tr><td></td><td>Leverage Ratio</td><td>≥5%</td><td>≥7%</td><td></td><td></td></tr>
<tr><td></td><td>Tier 1 Capital (Core CAR)</td><td>≥7.5%</td><td>≥5%</td><td></td><td></td></tr>
<tr><td></td><td>Tier 2 Capital</td><td>≥5%</td><td></td><td></td><td></td></tr>
<tr><td></td><td>Regulatory Ratios Thresholds</td><td>Internal</td><td>RMA</td><td></td><td></td></tr>
<tr><td></td><td>SLR</td><td>24%</td><td>20%</td><td></td><td></td></tr>
<tr><td></td><td>Single Largest Exposure (SLB)</td><td></td><td>25% (Max)</td><td></td><td></td></tr>
<tr><td></td><td>Special Education Loan: Secured exposure</td><td></td><td>10% (Max)</td><td></td><td></td></tr>
<tr><td></td><td>Special Education Loan: Unsecured exposure</td><td></td><td>5% (Max)</td><td></td><td></td></tr>
<tr><td></td><td>Ten Largest Exposures</td><td></td><td>30% Max</td><td></td><td></td></tr>
<tr><td></td><td>Gross NPL Ratio</td><td></td><td>7.5% (Max)</td><td></td><td></td></tr>
<tr><td></td><td>Staff Incentive NPL ratio</td><td>(None tolerance)</td><td>(None tolerance)</td><td></td><td></td></tr>
</table>

	Notification Systems: Automated alerts through email, SMS, reports, or dashboards to relevant stakeholders. **Escalation Procedures**: Defined steps for escalating issues based on severity and potential impact such as blacklisting or watch list clients. **Monitoring:** For identified triggered EWI for borrower or a loan account, the system should place them on a watchlist and be able to frequently monitor for taking remedial measures and mitigation actions. Transaction-based behavioral risk model with the PD, LGD, and EAD model for OD accounts with CCF capability		
6	**Reporting and Visualization**		
	Dashboards: Real-time visual representation of key risk indicators and trends. **Reports:** Regular and ad-hoc reports detailing risk assessments, restructured and rescheduled accounts, emerging threats, and mitigation strategies. The platform shall provide MIS Reports as per regulatory/statutory guidelines /requirements The platform shall provide the functionality to extract standard reports in PDF and be exportable to Word or Excel or other data analysis formats. **Analytics Tools:** Tools for detailed analysis and drill-down into specific risk factors.	Critical	
7	**FINANCIAL INCLUSION**		
	The system should have analytics and the capability to assess the borrower based on; a) Income b) Willingness and ability to repay c) Social cohesiveness and stability d) Income and revenue pattern e) Spending pattern f) Behavior pattern (riskiness)	Critical	
8	**COMMON FUNCTIONALITIES**		

	User management, Registration, and Login. User Management shall be provided for employees, etc. in the EWS platform. The platform shall also provide a login and Password management facility and maintain logs for the activity of the user on the platform. Organization admin(s) at different hierarchies should be able to add new users and update and remove existing users to/from designated business units/ branches/ processes/ roles as per user rights. The system should have multiple users' capability	Critical	
10	**Workflow Engine**		
	The platform shall provide End-to-end workflow management. The platform shall provide End-to-end workflow management. The platform should have the ability to add users to designated business units/branches/ processes/ roles. The platform should be configurable to have more user types/ levels to accommodate process changes/audits or any other functional/ reporting requirement.	Critical	
11	**Business Rules / Policies**		
	The platform shall provide the functionality to configure rules, risk scorecards, limit assessment models, and credit policies as per the guidelines of the Organization. The Business Rule Engine (BRE)/ Credit Decisioning Engine (CDE) shall be customizable as per the Organization's business and regulatory requirements with the functionality of enabling and disabling selected rules as per the need. The system shall generate 360- a degree customer profile and overall scorecard along with Credit Appraisal Form (CAF) having application details, applicant (individual/proprietor/partner/Director, etc.) details, financial details, and analysis, credit history, assessed credit limits, risk scoring and grading, Tax, and other details as required by the Organization.	Critical	
12	**Document Management.**		
	The platform shall support smart archival of documents of multiple and varying formats.	Critical	

13	**Audits Trails & Error Logs.**		
	The platform shall have the functionality to provide an audit trail report on all activities performed on the system/ proposal including data modification. The platform shall have the functionality to provide a history of each parameter change. Mechanism to track the actions taken against the potential stressed accounts and stressed borrowers.	Critical	
14	**Others**		
	The platform should have a comprehensive training materials and user manual with built-in "help" menu in System. The platform should have parallel processing abilities where at any point in time more than one user can view the case. The platform should have full version control along with the ability to keep old versions retrievable in case of need. Dashboard builder should be available to allow the System Administrator to create and configure dashboard templates. This should be drag-and-drop based. The solution should be capable of migration from on-premises private cloud to public cloud and public cloud to on-premises private. The Solution deployed in the cloud should be provided without any vendor locking and should have the ability to shift across vendors without any migration efforts Graph-based model Feedback on the evaluation model	Critical	

Calculation of Technical Compliance for Lot 1

$$Technical\ Compliance = \frac{Complied\ Specification\ (Y)}{Total\ Technical\ Specification\ (Z)} \text{ x } 30\%$$

Where,

Y= Total YES count

Z = Total technical/Functional Specifications

4. Evaluation Criteria

4.1 Technical & Functional Evaluation Criteria

#	Particulars	Max. %		Description & marks breakup
1	Establishment of Firm	5%		1 - 5 years – 1 mark
				6 - 10 years – 3 marks
				Above 10 years – 5 marks
2	Experience and Technical Capacity	10%	5%	No of projects (experience of company)
				5 - EWS projects or more– 5 marks
				3 - 4 EWS projects – 3 marks 1- 2 EWS project(s) – 1 mark
				0 project - 0 marks
				Experience of people involved in the project
			5%	a. Project Manager (EWS) 3 or more projects – 3 marks 1-2 projects – 1 mark 0 projects – 0 marks
				b. Technical experts (EWS) 3 or more – 2 marks 1-2 – 1 mark 0 – 0 mark
3	Technical & Functional	45%		Technical and Functional Specification – 30 marks based on specification
				Presentation / product walk through – 15 marks-based presentation
Total		***60%***		

Product Walk through - Presentation

#	Parameter	Weight
1	System Design: a. User friendly screen and fields b. Intuitive fields c. Screen navigation	3
2	Content (not limited to the requirements mentioned in the RFP w.r.t. EWS)	10
3	Presentation clarity and timeline	2
	Total Rating	**15**

Important Notes: *The minimum score required for the opening of the financial bid from the above calculation is 80% (i.e. 48 out of 60).*

4.2 Financial bid Evaluation

Financial = (Lowest Quoted bid/Individual quoted Bid) x 40%

5. Scope of Work

The selected vendor will be required to:

- Deliver, Install, Configure EWS application in Bank's Data Center/DR/UAT sites in on-premise model.
- Implement the EWS application by undertaking the relevant activities of customization, parameterization, development of interfaces with other relevant applications SIT, UAT, user training and Go-live.
- On-site comprehensive warranty - The Bidder should maintain the system during support period, onsite / offsite support to fix bugs with minimum of 1 year of warranty period.
- In case onsite support is required, Bank will decide whether it is essential and act accordingly. SLA has to be signed for the uptime commitment with respect to the bug fixing, response time within define time frame, as mentioned in this RFP and also as agreed upon with the Bank during/after implementation.
- The successful Bidder needs to coordinate with the respective IT officer who will be the SPOC assigned by the Bank in respect of installation/configuration.
- The Bidder shall appoint a representative who will be single point of contact to the Bank.
- The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply, installation & configuration of software up to acceptance by the Bank and also includes product documentation, license certificate, product training, interfaces with other relevant systems, support for SIT, UAT, Go Live, warranty, annual maintenance (if contracted).
- The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the EWS system.
- The Bidder shall provide all other required Software/patches/logic/standard methodology and services (if any), whether or not explicitly mentioned in this RFP, to ensure the successful installation and ready operation of the application.
- The selected Bidder shall provide onsite service/support on all working days except bank holidays.
- Implement a predefined set of early warning indicators to facilitate faster deployment.
- Customize workflows to match business hierarchy under the case management system.

- Provide a platform for causal analysis investigation, corrective action planning, and execution to mitigate risks.
- Integrate with existing systems via API and support third-party integrations for comprehensive monitoring.

12. Minimum Deliverables for EWS System

The EWS should include the following deliverables:

a. Dashboard & Reporting

- Multiple widgets for quick access to important functions, trend analysis charts, and management views.
- User-specific views of the portfolio and access to borrowers and cases.
- Multidimensional portfolio risk evaluation across various dimensions such as industry, geography, and facilities with interactive charts for a drill-down view.

b. Alert/Case Investigation

- Conduct in-depth investigations, plan and execute corrective actions.
- Track Service Level Agreements (SLAs) and escalation notifications.

c. Effective Case Management

- Customizable workflows up to four levels to match organizational hierarchy.
- Workflow stages: Case Initiation, Causal Analysis (CAS), Corrective Action Plan (CAP), CAP Implementation, and Closure.
- Profile-specific views of borrowers and cases.
- SLA-based case assignment for accountability and closure.
- The overall portfolio and the specific views of sector and cases.

d. Configurable Early Warning Indicator - Rule Library

- UI-facilitated configuration and preconfigured indicators/triggers for faster implementation.
- Rule weightages assigned to compute alert severity scores and classify borrower risk and sector risk.
- Configurable to capture risks for Retail and Corporate borrowers.
- The system should have minimum of all the alerts/triggers listed in the table below and should also have capability to dynamically configure more triggers based on data availability whenever found necessary.

e. Borrower 360-degree Investigation view

- Holistic view of borrowers with demographics, buyers/suppliers, and key authorities.
- Financial performance metrics and transaction metrics.
- Sentiment analysis on news and current affairs for informed decision-making.
- Analytics with graph-based linkage analysis for related party transactions, collateral linkages, and common guarantors.

f. Comprehensive Data Ingestion Methods

- Integration with any source systems via API.
- Third-party integrations for CIB tracking to monitor behavioural status and limit management activities.

g. Audit Trail

- A complete audit trail of all the alerts generated and follow-on case management activities would be maintained by the system.

h. System Demonstration

- Bidder shall conduct System Demonstration wherein the Bidder has to demonstrate the implementation of the application as per the requirement of the Bank. The Bidder shall submit detailed reports of the test outcomes to the bank. Bidder may highlight the noteworthy/superior features of their application/product by reference calls and site visits. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the bank, the capability of the application to support all the required functionalities at their cost in their lab/office/in any other organization where application is in use. The Bidder should use their own application/tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria. Upon request from the Bank, the Bidder must extend a trial version of the proposed product for a limited period for detailed functionality and technical evaluation.

i. List of triggers required to be pre-configured in the EWS system

	Credit
1	Non-renewal of insurance for both primary and secondary collateral
2	No/minimal DP reduction for OD against Work Order/Supply Order -to track routing of bills
3	Interest rate change (excluding changes due to change in MLR)
4	Gestation period lapse
5	Government guarantee lapse- in the case of projects like NCGS where

	government guarantee is time bound
6	Non creation of collateral in the system for collateral-based loan-issue trigger if there is no collateral created for collateral-based loans
7	Trigger for double CIF
8	Trigger for sector exposure about to exceed/exceeding 30%
9	PCA framework – NPL threshold
10	Project Scope Change – change in loan product
11	Routing of Foreign Bills if the clients have availed EPC or related loans
12	Payment Delay on outstanding dues
13	BG Invocation
14	Inventory Insurance – under, validity expiring
15	Double Collateral Charged
16	Critical issues in stock audit report
17	Sales Proceeds Routing
18	LCs Without Trade Transactions
19	Related Party Transactions
20	Loans sanctioned on holidays
21	Inventory Movement Vs. Change in Turnover
22	Receivables Movement Vs. Change in Turnover
23	Multiple ODs against one license
24	Any policy change
25	Change in Project Cost
26	Key Personnel / Top Management change
27	Delay in renewal of facilities due to non-submission data/ document by the borrower
28	No transaction in working capital facility for more than 30 days.
29	Critical issues highlighted in audit reports
30	Adverse movement in internal credit rating
31	Adverse movement in External rating
32	Non-fund based – commission not recovered
33	Reduction in the value of security
34	Deterioration of covenants and ratios
35	Continuous decline in share price in last quarter
36	Bouncing of high value cheques
37	Other Bank Funds – huge deposit and withdrawal for Liquidity Purpose
38	High Value RTGS Payment
39	Heavy Cash Withdrawal
40	Annual Report Material Discrepancies
41	Annual Report Significant Inconsistencies
42	Poor disclosure and No qualification by Statutory Auditors

42	Raid by Govt Agencies
44	Promoter Stake
45	Director Stake
46	Capital Adequacy Ratio (CAR)
47	Credit Deposit Ratio
48	Availability of tracking and trigger gestation period provided against the respective loan account.
49	**Threshold based triggers for NPL:** NPL % Exceeds 1%: Trigger an alert if the New Loan NPL percentage exceeds 1% of the new loans booked for the year. NPL % Exceeds 2%: Trigger an alert if the New Loan NPL percentage exceeds 2% of the new loans booked for the year. NPL % Exceeds 3%: Trigger an alert if the New Loan NPL percentage exceeds 3% of the new loans booked for the year.
50	**Trend based Triggers for NPL:** Monthly Increase > 0.5%: Trigger an alert if the New Loan NPL percentage increases by more than 0.5% compared to the previous month. Quarterly Increase > 1%: Trigger an alert if the New Loan NPL percentage increases by more than 1% compared to the previous quarter. Annual Increase > 2%: Trigger an alert if the New Loan NPL percentage increases by more than 2% compared to the beginning of the year.
51	**Management Threshold Triggers:**
52	

j. Functional and Technical Requirements

Sr. No.	Detailed Requirements
1	**System integration**
1.1	The system allows utilizing common system interfaces, enabling integration **(IN BOTH DIRECTIONS**) with other systems of the Bank, including but not limited to the following systems: - Core banking system/ IFRS system; - Loan Origination System; - Rating system/ Risk Management System; - Other applicable system of the Bank.
2	**Workflow definition and EWS model development**
2.1	The system allows the Bank to define, change and adjust its EWS workflow.

2.2	The system allows parameterization, including but not limited to: - Indicator criteria; - Values of criteria; - Formula for calculating criteria; - Weight of criteria; - Total score calculation; - Categorization: high risk, medium risk, low risk.
2.3	The system allows originating EWS, including but not limited to: - Indicator criteria; - Values of criteria; - Formula for calculating criteria; - Weight of criteria; - Total score calculation; - Categorization: high risk, medium risk, low risk.
2.4	The system allows updating (partly or completely) EWS, including but not limited to: - Indicator criteria; - Values of criteria; - Formula for calculating criteria; - Weight of criteria; - Total score calculation; - Categorization: high risk, medium risk, low risk. All updates have to be logged in detail (date, time, user and approval).
2.5	The system allows approving EWS, including but not limited to: - Indicator criteria; - Values of criteria; - Formula for calculating criteria; - Weight of criteria; - Total score calculation; - Categorization: high risk, medium risk, low risk.
2.6	The system should allow managing different versions of EWS.
2.7	The system should allow activating/ deactivating EWS.
2.8	The system should allow defining criteria that will be used in EWS. The system needs to archive the information, including followings but not

	limited to: - Description; - Manual or automatic input; - Data source; - Data type: Continuous or discrete; - Data validation rule.
3	**System rights**
3.1	The system should allow identifying rights (i.e. admin user – input/ edit system parameters, system supervisory, system usage right – input, data validity checking, customer categorization approval, reporting, etc.). System should have the capability to define the user access roles.
3.2	The system that allows managing passwords, including but not limited to (in line with the policy of the bank): - Minimum password length (8 characters); - Password complexity (including alphabetic, numeric and special characters); - Maximum number of failed logins before being locked; - Minimum number of new passwords that must be used before re-using old passwords; - Maximum inactivity time before session locking; - Maximum time before being forced to change password; - Password must be changed in the first hit after new password is granted.
3.3	The system that allows managing user accounts.
3.4	The system that allows issuing alerts/ indicators for illegal or suspicious access like money laundering activities. Eg:-suspicious transactions.
3.5	The system should allow establishing control mechanism to ensure the following decentralization principles: - One user having multiple roles/rights on the system; A person may have more than one right on the system; - Some rights are not simultaneously granted to the same person. For example, people with the right to input information will not have the right to approve information input.
3.6	The system should allow users to run the system with different roles.
3.7	The system should allow setting/ re-setting rules related to the operation of each user level for each state of the scoring record.

3.8	The system should allow audit trails for all users and related activities (input, edit, review, approve, adjust categorization), date and time of implementation.
3.9	The system should allow aggregated and detailed reporting of user access, usage and audit logs.
3.10	The system should allow imposing time-out time for automatically exiting the system. This time-out time is parameterized in the system.
4	**Status of records**
4.1	The system should allow automatically updating the latest status of records, including but not limited to: - Customer with EWS triggered; - Customers performing CAS; - Customers awaiting CAP approval; - Customers performing CAP; - Customers with EWS closed with CAP; - Customer with EWS closed without CAP.
5	**Early warning**
5.1	The system that allows scheduling/ determining frequency of customer scoring. For now, frequency can be per month.
5.2	The system should allow automatic selection of appropriate EWS for retail and corporate customers: - Based on party type of customers.
5.3	The system allows automatic early warning assignment to customer groups, including but not limited to: - Customers of loan groups 1 and 2.
5.4	The system should allow automatic calculation of EWS scores based on data/ information input into the system, including followings but not limited to: - Manually input information; - Core banking information; - CIB loan group; - etc.

	Finalized EWS models will be provided later.
6	**Data input**
6.1	The system should support a variety of input methods, including but not limited to: - Manual input (**FREE TEXT**); - Drop-down list; - Interface with other systems through API/DB link/file based (allowing automatic filling of information already available in other systems); - File attachment in different formats: Excel, Flat file, etc.
6.2	The system should allow establishing data validation rules, including but not limited to: - Data type; - Check total number; - Criteria only accept ≥ 0 values. - Check empty fields before scoring. There are prompts for input officer to fill in missing data fields.
6.3	The system that allows establishing a mechanism for defining an attribute of whether the data field is read-only or editable.
6.4	The system that allows establishing a mechanism for defining an attribute of whether the data field is mandatory or not.
6.5	The system that allows assigning default values/ scores to certain fields in case of missing data.
7	**Reporting**
7.1	The system that allows creating standard reports for credit portfolio management purpose, including followings but not limited to: - Categorization report for each case; - Report on current status of EWS cases.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

1. Definition

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(i) **Affiliate** means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership; common use of facilities, equipment, and resources; or family interests.

(ii) **Award of Contract** means the decision of the Purchaser to enter into a contract with a supplier for delivery of specified goods which has been conveyed to the contractor through a purchase order and/or signing of a contract.

(iii) **Bid** an offer to execute works in accordance with the terms and conditions set out in the bid documents inviting such offers. The term "tender" is synonymous with the term "bid";

(iv) **BDS** means Bid Data Sheet

(v) **Bidder** means an eligible individual or legal entity that participates in a competitive procurement process defined by this Manual.

(vi) **Bidding Documents** means the set of documents issued by the Purchaser to potential Bidders in which the specifications, terms, and conditions of the proposed procurement are prescribed. The terms "bidding documents", "tender documents" and "bid documents" are synonymous.

(vii) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.

(viii) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.

(ix) **Purchaser** means the purchaser including its successors and permitted assigns. The terms "Purchaser" and "Purchaser" are synonymous.

(x) **Day** means calendar day.

(xi) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions outlined in the Contract Documents.

(xii) **GCC** means the General Conditions of Contract.

(xiii) **Goods** means any object in solid, liquid, or gaseous form, tangible and intangible that has an economic utility or value, which can be exchanged or traded along with related services.

(xiv) **ITB** means Instructions to Bidders

(xv) **Notification of Award** means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.

(xvi) **Party** means the Purchaser or the Supplier, as the context requires, and "parties" means both of them.

(xvii) **Price schedule:** summary of the quantities, measurement unit, and unit prices of the items to be procured under the contract. The term "Bill of Quantities" is synonymous.

(xviii) **Final Destination** means the place named in the SCC.

(xix) **Purchaser** means The Purchaser (specified in SCC.)

(xx) **Related Services** means includes services such as installations, supervision, training, initial maintenance, insurance, testing, and commissioning related to the Goods.

(xxi) **SCC** means the Special Conditions of Contract.

(xxii) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(xxiii) **Supplier** a legal entity entering into a contract with the Purchaser for the supply of Goods.

(xxiv) **Technical Specifications** means specifications of the Goods incorporated in the bidding documents and forming part of the contract and includes any modification or amendment thereto or any addition thereto or any deduction there from, as may be made with the mutual agreement of the Purchaser and Supplier.

2. Contract Documents

2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

3.1 If the context so requires it, singular means plural and vice versa.

3.2 A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.

3.3 A "person" shall be construed as a reference to any person, firm, Purchaser, corporation, society, trust, government, or agency of a government or any association

or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

3.4 The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

3.5 Incoterms

(a) Unless inconsistent with any provision of the Contractor otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW, CIF, CIP, DDP, and other similar terms as specified in SCC, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France

3.6 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.7 Non-waiver

(a) Subject to GCC0((a)below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.8 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.9 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements of the parties with

respect thereto made prior to the date of the Contract.

4. Fraud and Corruption

4.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in executing the Contract then The Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC37 shall apply as if such termination has been made under GCC37.1.

4.2 For the purposes of this Sub-Clause:

(a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value" to influence improperly the actions of another party;

(b) "Fraudulent practice" is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a Party;

(e) "Obstructive practice" is:

i. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii. Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC21.

4.3 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

5. Language

5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium

6.1. If the Supplier is a Joint Venture, Consortium (JV/C), all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead with authority to bind the (JV/C). The composition or the constitution of the joint venture, the consortium shall not be altered without the prior consent of the Purchaser.

7. Notices

7.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication.

7.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. Governing Law

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

9. Settlement of Disputes

9.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention

to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

10. Eligibility

10.1. The Supplier and its sub-contractors shall have the nationality of an eligible country. A Supplier and its cub-contractors shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

10.2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

11. Supplier's Responsibilities

11.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC23, and the delivery and completion requirements as per GCC20**.**

12. Purchaser's Responsibilities

12.1. Whenever, the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so, required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

13. Contract Price

13.1. The Contract Price shall be the price payable to the Supplier as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

13.2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

14. Terms of Payment

14.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

14.2. The Supplier shall submit to the Purchaser, the invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC20 and upon fulfilment of all the obligations stipulated in the Contract.

14.3. Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of the verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

14.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

15. Taxes and Duties

15.1. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees, and other similar levies imposed outside and inside Bhutan as applicable in line with the Incoterms.

15.2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees, and other similar levies incurred until delivery of the contracted Goods to the Purchaser.

15.3. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

15.4. If any tax exemptions, reductions, allowances, or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, the Purchaser shall use its best endeavours to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. Performance Security

16.1. The Supplier shall provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.

16.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

16.3. The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.

16.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

17. Copyright

17.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchase by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

18. Confidential Information

18.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractors such documents, data, and other information as it receives from the Purchaser to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their sub-contractors regarding confidentiality similar to that provided herein.

18.2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement of plant and equipment, construction, or such other work and services as are required for the performance of the Contract.

18.3. The obligation of a Party under GCC18.1 and 18.1 above, however, shall not apply to information that:

(a) the Purchaser or the Supplier needs to share with the RGoB;

(b) is already in the public domain now, or enters the public domain during the execution of the contract through no fault of that Party;

(c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or

(d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

18.4. The above provisions of GCC18 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

18.5. The provisions of GCC18 shall survive completion or termination, for whatever reason, of the Contract.

19. Patent Indemnity

19.1. The Supplier shall, subject to the Purchaser's compliance with GCC19.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and

b) the sale in any country of the products produced by the Goods.

19.2. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

19.3. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC19.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

19.4. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

19.5. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

19.6. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

20. Delivery and Documents

20.1. Subject to GCC34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

21. Inspection and Audits

21.1. The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Purchaser if so, required by the Purchaser. The Supplier's attention is drawn to GCC4, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC21.1 constitute a prohibited practice subject to contract termination(as well as to a determination of in eligibility under ITB Sub-Clause2.1(c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

22. Subcontracting

22.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities, or liabilities under the Contract.

22.2. Subcontracts shall comply with the provisions of GCC4 and 10. Refer to SCC if Subcontracting is allowed.

23. Scope of Supplies

23.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.

23.2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion of the Related Services as if such items were expressly mentioned in the Contract.

24. Specification and Standards

24.1. Technical Specifications and Drawings:

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in the Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

b) the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC34.

25. Tests and Inspections

25.1. At its own expense and no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC. The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the specifications.

25.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at the point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC25.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to all traveling and board and lodging expenses.

25.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

25.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to The Purchaser and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving notice pursuant to GCC25.4.

25.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Packing and Documents

26.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all transit points.

26.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract,

including additional requirements, if any, specified in the SCC, and any other instructions ordered by the Purchaser.

27. Transportation

27.1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

28. Warranty

28.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

28.2. Subject to GCC24.1a), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bhutan.

28.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months or 18 months from the day of supply or from the date of putting the item into use as the case may be.

28.4. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to The Purchaser.

28.5. If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Liquidated Damage

29.1. Except as provided for under GCC33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC37.

30. Limitation of Liability

30.1. Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that these exclusions shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Insurance

31.1. Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or the manner specified in the SCC.

32. Change in Laws and Regulations

32.1. If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC13.2.

33. Force Majeure

33.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

34. Change Orders and Contract Amendments

34.1. The Purchaser may at any time order the Supplier through notice in accordance with GCC7 to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract is to be specifically manufactured for the Purchaser;

b) the method of shipment or packing; the place of delivery; and the Related Services to be provided by the Supplier.

34.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

34.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35. Extension of Time

35.1. If at any time during the performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC20, the Supplier shall promptly notify the Purchaser in writing of the delay, the likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2. Except in the case of Force Majeure, as provided under GCC33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to 28.5, unless an extension of time is agreed upon, pursuant to GCC35.1.

36. Export Restriction

36.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to GCC37.3.

37. Terminations

37.1. Termination for Default:

a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i. If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC35.1; or

ii. if the Supplier fails to perform any other obligation under the Contract; or

iii. if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GCC4, in competing for or in executing the Contract.

b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC37.1a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. Wherever the Contract is terminated in part, the Supplier shall continue the performance of the Contract to the extent not terminated.

37.2. Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

37.3. Termination for Convenience.

a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

38. Assignment

38.1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

SECTION V SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail.	
Reference to the GCC is made as under:	
1.1 (xviii)	Request for Proposal for Implementation of End-To-End EWS Project for the Bank of Bhutan: Bank of Bhutan Corporate Office, Norzin Lam, Thimphu Bhutan
1.1 (xvix)	The Purchaser is: the Bank of Bhutan (BoB)
3.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: **latest INCOTERM**
3.5(b)	The terms EXW, CIF, DIP, DDP, and other similar terms shall be as per the version of Incoterms: **DDP**
5.1	The language shall be: **English**
7.1	For notices, the addresses shall be: For the Purchaser: Attention: Manager, Procurement Address: Bank of Bhutan, Corporate Head Office, Norzin Lam, Thimphu, Bhutan Post Box No.: 102 Telephone: 02-334333
9	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan in Thimphu.
11	The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies as per the details mentioned below: a) The project completion timeline is within 6 months from the date of the Purchase Order issuance. However, the critical requirement identified by the Bank shall be completed within 3 months.
14.1	**Payment Terms:** The payment shall be made Lot-wise as detailed below: a. License cost shall be paid after the activation of the license in the bank system. b. The implementation cost shall be released after the completion of the project and sign off by Bank's Officials.

	Note: any advance payment shall be supported by the equivalent Bank Guarantee (BG) and submitted to the Bank (Original) before the release of payment.
16.1	The amount of the Performance Security shall be **10% of the Contract Value in BTN (upfront costs).** However, the Contract Value shall be exclusive of the AMC amount for the performance security purpose, if any.
16.3	The types of acceptable Performance Securities are: (i) Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable. *(ii)* Cash warrant, or Demand Draft, or Banker's Cheque.
	20.1. Subject to GCC34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
20.1	The details of Shipping and other Documents to be furnished by the supplier shall be informed at a later date if required.
22.2	Subcontracting shall be **not allowed**
25.2	Inspections and tests shall be conducted at: **shall conduct if required by the purchaser.**
28.1	Responsibility for transportation and installation of the Goods at the site shall be as specified in the Incoterms (DDP) by the supplier.
28.3	The minimum period of validity of the Warranty shall be **12 months after Go-Live of the project.**
28.4 & 28.5	The period for repair or replacement of defective goods if it is under warranty shall be **30 calendar days.**
29.1	The applicable rate for liquidated damages (LD) for delay shall be **0.3% per day on the value of undelivered or uncompleted work** and the maximum LD shall be **10% of the Contract Price excluding an AMC amount, if any**. If deemed necessary, the Bank shall take appropriate action after reaching the maximum LD (10% of the contract price).
31.1	The insurance coverage shall be as specified in the Incoterms.

SECTION VI CONTRACT FORMS

FORM I: Sample Contract Agreement

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

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

BETWEEN

(1) [insert complete name of Purchaser], a Purchaser registered under the ……. The laws of Bhutan and having its principal place of business at [insert address of Purchaser] (hereinafter called "The Purchaser"),

and

(2) [insert name of Supplier], incorporated under the laws of [insert country of Supplier] and having its principal place of business at [insert address of Supplier] (hereinafter called "the Supplier").

WHEREAS The Purchaser invited Bids for certain Goods and related services, viz***., [insert brief description of Goods and Services]*** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of ***[insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called "the Contract Price")***.

NOWTHIS AGREEMENT WITNESSETHASFOLLOWS:

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

2. The following documents shall constitute the Contract between The Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

(a) This Contract Agreement;
(b) The Purchaser's Notification of Award of Contract;
(c) Integrity Pact;
(d) The Special Conditions of Contract;
(e) The General Conditions of Contract;
(f) Technical Requirements (including Schedule of Supply and Technical Specifications.)
(g) The Supplier's Bid and original Price Schedules;
(h) The form of Performance Security;
(i) The form of Bank Guarantee for Advance Payment;
(j) Minutes of Contact Negotiation Meeting (if any)
(k) [Insert here any other document(s) forming part of the Contract]

3. This 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.

4. In consideration of the payments to be made by The Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with The Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The PurchaserherebycovenantstopaytheSupplierinconsiderationoftheprovision of the Goods and Related Services and the remedying of defects therein, the Contract Price or suchothersumasmaybecomepayableundertheprovisionsoftheContractatthetimesand in the manner prescribed by the Contract.

IN WITNESS where of 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 Purchaser

Signed: [insert signature, affix legal stamp]
In the capacity of [insert title or other appropriate designation]

In the presence of [insert signature] [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier, affix legal stamp]
In the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

FORM II: Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: .....[*insert date (as day, month, and year) of Bid submission*]

Tender No..... [*insert tender number*]

Name of the Tender:..... [*insert name of the tender*]

Bank's Branch or Office: ..... [*insert complete name of Guarantor*]

Beneficiary: .....[*insert complete name of the Purchaser*]

PERFORMANCEGUARANTEE No.: .....[*insert Performance Guarantee number*]

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding..... *[insert amount(s)*[1] *in figures and in words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the ..... *[insert number]* day of .....*[insert month]..... [insert year]*,[2] and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed ..... *[Insert months/year]*, in response to the Purchaser's written request for such extension, such request is to be presented to us before the expiry of the Guarantee.

[Signature of authorized representatives of the bank and the Supplier]

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1 *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

2 *Date established in accordance with Clause 16.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.*

III. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: …… *[insert date (as day, month, and year) of Bid submission]*
Tender No…… *[insert tender number]*
Name of the Tender:…… *[insert name of the tender].*
Bank's Branch or Office…… *[insert complete name of Guarantor]*

Beneficiary: …… *[insert Name and address of the Purchaser]*

ADVANCE PAYMENT GUARANTEE No.:… *[insert Advance Payment Guarantee no.]*

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[1] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert account number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[2]*].* We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to the Purchaser's written request for such extension, such request is to be presented to us before the expiry of the Guarantee.

[signature(s) of authorized representative(s) of the bank]

1 *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the*

SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

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2 *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.*