



Request for Proposal
(RFP)

Consultancy for ISO 27001:2013 Readiness for Data Center

Tender no.: 000/BoB/Tender/2019/008

Date: 13/06/2019

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Bank of Bhutan Limited (BOBL) is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

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1. SALIENT FEATURES OF THE BID

Sl. No	ITEM	REMARKS
1	Tender No.	000/BoB/Tender/2019/008
2	Tender Date	13/06/2019
3	Description of the Proposal	Consultancy for ISO 27001:2013 Information Security Management System (ISMS) Readiness for Data Center
4	Bid Details:	
	a	Sale of bid documents 13/06/2019 to 27/06/2019
	b	Place of sale BOBL, Corporate Office, Thimphu, Babesa (during office hours)
	c	Last date of submission 27/06/2019 at 1300 hours
	d	Place of submission BOBL, Corporate office, Thimphu, Babesa
	e	Opening date 27/06/2019 at 1500 hours
	f	Venue of opening bid BOBL, Corporate office, Thimphu, Babesa
5	Bid Validity Period	75 calendar days

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2. CHECKLIST FOR BID SUBMISSION

Sl. No	PARTICULARS		Require-ment	Submitt-ed*
1	Signed and Stamped Bid Form with mentioned details	Marked "Confidential".	Yes	<input type="checkbox"/>
		Mentioned Bid Name, Number and Date	Yes	<input type="checkbox"/>
		Addressed to: Procurement Officer, Bank of Bhutan, Head Office, Thimphu, Babesa	Yes	<input type="checkbox"/>
		Written warning not to open before the specified time and date	Yes	<input type="checkbox"/>
			Yes	<input type="checkbox"/>
2	Bid Copy	"Technical Bid" & "Commercial Bid" with name of the Bidder on the envelope.	Yes	<input type="checkbox"/>
3	Valid Trade License		Yes	<input type="checkbox"/>
4	Tax Clearance Certificate		Yes	<input type="checkbox"/>

Please tick (v) whether submitted or not.

(Signature of the Bidder with seal)

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3. BACKGROUND

Bank of Bhutan Limited (BOBL) was established in May 1968 by a Royal Charter and was the country's only banking institution until 1997. It also acted as the Central Bank of Bhutan till the Royal Monetary Authority of Bhutan was set up in 1982. The Bank is registered under the Companies Act of the Kingdom of Bhutan 2000 as a public sector commercial bank.

Today, the Bank is the largest commercial bank in Bhutan. It is present in every Dzongkhag, and Major Town of Bhutan through a network of 47 branch offices and 88 ATMs. The Bank adopted Flexcube Core Banking Solution (CBS) in 2009. Subsequently on 01 April 2016, the Bank migrated to BaNCS CBS of Tata Consultancy Services.

The Bank provides a wide range of financial products and services spanning deposits, loans, trade finance and money market as well as facilitating financial transactions of customers. It is a primary member of VISA and MasterCard and is actively acquiring and issuing Credit and Debit cards. It also offers e-payment gateway services. To enhance customer convenience and to serve the under-banked and unbanked population, the Bank launched "Mobile & Agency Banking" services (mBoB) on May 15th, 2015, which enables customers to access their accounts from anywhere and at any time using their mobile phone. By leveraging the Mobile Banking platform, the Bank is also embarking on Agency Banking, to take its services to the rural unbanked population.

The Bank has implemented the major software applications. These off the shelf products have been implemented by the respective vendors with the support of the Information Technology Department of the Bank.

4. OBJECTIVE OF THIS RFP

Bank of Bhutan Limited (BOBL) is a tech savvy Bank and has implemented various IT systems like CBS, ATM switch, Internet Banking, Mobile Banking, etc., These off the shelf products have been implemented by the respective vendors with the support of the Information Technology Department of the Bank. The Bank presently has its Data Center located in its own premises at

Phuentsholing. DR site is hosted in a co-location facility with Bhutan Telecom Data Center, Phuentsholing.

The Bank is planning to move their DC shortly to their proposed new corporate office coming up at Thimphu. With this, The Bank would like to implement Information security controls aligned with ISO 27001:2013 at the new DC with a view of extending secure and uninterrupted services to its customers.

5. 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 rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the 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, Bidder should seek necessary clarifications from the address mentioned in clause no. 2.

6. OWNERSHIP OF THIS RFP

The content of this RFP is a copy right material of Bank of Bhutan Limited (BOBL). No part or material of this RFP document should be published on paper or electronic media without prior written permission from the Bank.

7. SCOPE OF WORK

7.1. ISO 27001:2013 Certification

This should cover the following activities:

- 7.1.1. Establish ISMS policy, objectives, processes and systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- 7.1.2. Implement and operate the ISMS policy, controls, processes and systems and procedures.
- 7.1.3. Assess and where applicable, measure process performance against ISMS policy, objectives and practical experience and prepare the relevant report for review.
- 7.1.4. Prepare the internal ISMS audit team from the Bank and impart necessary trainings for conducting the internal ISMS audit.
- 7.1.5. Take corrective and preventive actions, based on the results of the internal ISMS audit and management review or other relevant information to achieve continual improvement of the ISMS.
- 7.1.6. Define the scope and boundaries of the ISMS in terms of its location, assets and technology.
- 7.1.7. Define the risk assessment approach of its location, assets and technology.
- 7.1.8. Develop criteria for accepting risks and identify the acceptable levels of risk.
- 7.1.9. Identify the impacts that losses of confidentiality, integrity and availability may have on the assets and locations.
- 7.1.10. Carry out Vulnerability Assessment & Penetration testing including Bank NARAD® Switch system.
- 7.1.11. Analyze and evaluate the risks.
- 7.1.12. Identify and evaluate options for the treatment of risks.
- 7.1.13. Select control objectives and controls for the treatment of risks.

7.1.14. Review of controls and control objectives already implemented and recommending for addition/ modification required in the existing controls implemented.

7.1.15. Perform internal audit for ISO 27001:2013 certification readiness for Data Center check.

7.1.16. Assistance in identification of the certification body.

7.1.17. Successful bidder should share the timeline of project within the 2 working day after the issuance purchase order.

7.1.18. The project should be completed on or before six months from the date of signing contract or the issuance of work order.

7.1.19. The Bank expects that consultant will perform work in a mutually respectful and professional manner.

7.2. Location of Work

The work shall be carried out at the following locations:

Bank of Bhutan Limited, Head Office, Thimphu, if required need to travel to DR site (Phuentsholing).

7.3. Documentation

All documentation required for tasks and otherwise related to ISO 27001:2013 certification need to be completed & submitted to the Bank by the Service Provider.

7.4. Single Point of Contact

The short listed Bidder shall appoint a single point of contact (Project Manager) with whom the Bank will deal for any activity pertaining to the requirements of this RFP.

8. METHODOLOGY

8.1. Plan

- 8.1.1. Identify business objectives.
- 8.1.2. Obtain management support.
- 8.1.3. Select the proper scope of implementation
- 8.1.4. Define a method of risk assessment
- 8.1.5. Prepare an inventory of information assets to protect, and rank assets according to risk classification based on risk assessment.

8.2. Do

- 8.2.1. Manage the risks, and create a risk treatment plan.
- 8.2.2. Set up policies and procedures to control risks.
- 8.2.3. Allocate resources, and train the staff

8.3. Check

- 8.3.1. Monitor the implementation of the ISMS.
- 8.3.2. Prepare for the certification audit.

8.4. Act

Conduct reassessment audits:

- 8.4.1. Continual improvement
- 8.4.2. Corrective action
- 8.4.3. Preventive action

9. ELIGIBILITY CRITERIA

9.1. Pre-Requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

9.2. Eligibility Criteria

The firms offering services should not be a proprietary concern or an individual and must be a Partnership Firm, a Corporate Entity like a Limited Company, a statutory body, a government department or a society etc. Documents like certified copy of Partnership Deed, Society Registration Certificate, Certificate of incorporation etc. as applicable will have to be produced as proof of constitution.

During last 5 years reckoned from the due date of bid submission, Bidder should have executed minimum five (5) ISO 27001 related works leading to ISO 27001 certification out of which one of the works should be towards ISO 27001:2013 Certification for a bank.

The Bidder should have minimum annual turnover of USD 75,000 per year in the last 3 financial years as on the tender opening date. In support of this firm shall submit financial statement, profit and loss account statement etc.

The Bidder should be preferably CERT-IN Empaneled (CERT - IN Computer Emergency Response Team India coming under the Department of Information Technology, Government of India). The CERT-In empanelment should be current and valid.

The Bidder should be having in their permanent roles at least five CISA/ CISSP/ CISM qualified personnel apart from CEH certified, with experience in similar type of assignment in banking/ related areas. Details of such persons together with their qualifications, experience in the relevant area of assignment and domain knowledge should be furnished with the technical bid along with documentary evidence. The successful bidder should deploy at least two of the qualified personnel for the proposed assignment.

The Bidder should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party or without engaging persons other than their own employees for this assignment.

The Bidder should adhere to the Do's and Don'ts condition that would be stipulated by the Bank.

The Bidder should sign a Non-Disclosure Agreement (NDA) and Fiduciary & Secrecy.

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents and should submit relevant documents supporting the above eligibility/qualification criteria. Failure to furnish all information required in the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

All bids and supporting documentation shall be in English.

Failure to provide the desired information and documents may lead to disqualification of the bidder.

10. REJECTION

Failing to submit the any or all the required documents with the tender documents will be treated as non-responsive and hence will be rejected.

11. EVALUATION OF BIDS AND SHORT LISTING

For assigning the consultancy of each of the above activities, The Bank will follow a two-stage evaluation and selection process. These stages are:

- I. Technical Bid Evaluation (60%)**
- II. Commercial Bid Evaluation (40%)**

11.1. Evaluation of Technical Bid and Short Listing

The technical bids of the eligible firm/company/organization would be evaluated based on the following:

Sl. No	Criteria	Weightage
i.	The bidder's experience and its relevance for the assignment	30%
ii.	The qualifications and experience of the key staff proposed to be deployed for this assignment	30%
iii.	The quality of the methodology proposed and accommodation of S cope of work	20%

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iv.	The business strength of the bidder like turnover, period of operation in the line etc.,	20%
	Total	100 %

i.	The bidder's experience and its relevance for the assignment	Total: 30%
i.a.)	Five ISO 27001 related works (clause no. 9.2)	10%
i.b.)	More than Five to Seven ISO 27001 related works (clause no. 9.2)	20%
i.c.)	More than Seven ISO 27001 related works (clause no. 9.2)	30%

ii.	The qualifications and experience of the key staff proposed to be deployed for this assignment	Total: 30%
ii.a.)	Five CISA/ CISSP/ CISM qualified personnel (clause no. 9.2)	10%
ii.b.)	More Five to Seven CISA/ CISSP/ CISM qualified personnel (clause no. 9.2)	20%
ii.c.)	More than Seven CISA/ CISSP/ CISM qualified personnel (clause no. 9.2)	30%

iii.	The quality of the methodology proposed and accommodation of Scope of work	Total: 20%
iii.a.)	Satisfaction of clause no. 0&0and one periodic assessment audit support after project completion (interval 2 months)	10%
iii.b.)	Satisfaction of clause no. 0&0and two periodic assessment audit support after project completion (interval 2 months)	15%
iii.c.)	Satisfaction of clause no. 0&0and three periodic assessment audit support after project completion (interval 2 months)	20%

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iv.	The business strength of the bidder like turnover, period of operation in the line etc.,	Total: 20%
iv.a.)	5 years in the line and USD 75,000 turnover (clause no. 9.2)	10%
iv.b.)	More than 5 to 7 years in the line and More than USD 75,000 (clause no. 0)	15%
iv.c.)	More than 7 years in the line and More than USD 85,000 (clause no. 9.2)	20%

The score derived from the above calculation will be brought down to 60%.

To assess the capability of the bidding firm for handling the assignment, if considered necessary, the Bank may ask the bidders either collectively or individually to participate in an interaction with a team of officials of the Bank and to present the methodologies they propose to adopt.

After such technical evaluation, a shortlist of technically qualified bidders will be prepared. Commercial bids of only such short-listed bidders will be opened and evaluated for awarding the contract.

The right of acceptance/rejection of any bid or otherwise will rest solely with the Bank.

The minimum score required for the opening of the Commercial bid from the above calculation is 80%.

11.2. Evaluation of Commercial Bid

Commercial bids of only those bidders who score the minimum technical score of 80% will be considered for the calculation below. The financial score will be calculated as;

(Lowest quoted bid among qualifying bids)
 ----- X 100%

(Financial bid quoted by the bidder)

The score derived from the above calculation will be brought down to 40%

12. PAYMENT TERMS

No advance will be paid to the selected bidder before the commencement of work or while the work is in progress. The contracted amount will be paid only after successful completion of the work and after all the documents are received by the Bank in full and the invoice is raised.

50% of the work order value will be paid on handing over the draft copy of the report to the satisfaction of the Bank. Remaining 50% will be paid after the entire assignment is completed and the final report is handed over and accepted by Bank.

Tax will be deducted at source as per local laws at 3% for overseas bidder and 2% in the case of local bidders.

13. BIDDER'S LIABILITY FOR TERMINATION OF CONTRACT

In the event of the Bank terminating the Contract in whole or in part, pursuant to what is stated in above, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

14. TERMS AND CONDITIONS

This offered document is not transferable; No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

The Bank reserves its right to cancel the work order in case of bidder's delay in commencing the work beyond the specified period or delay in completion beyond the stipulated time. In such case, in addition to the cancellation of work order, the Bank reserves the right to claim damages from the bidder.

The Bank will provide the required number of computer systems for the purpose of conducting the System Review. Any external software or testing tool required to be used by the bidder will have to be arranged and installed by the bidder only at their cost and with due permission from the Bank. Details of such software or other external tool to be used have to be furnished along with the technical bid.

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The Bank reserves the right to eliminate one or more of the scope of work listed under clause no. 7 above while awarding the contract.

15. INDEMNITY

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of the activities of the firm in the course of review. The Bidder shall indemnify the Bank against any loss which the Bank may sustain or incur as a result of the Bidder or any person employed by the bidder causing loss/damage to the systems/network/outputs/operating manuals/ third party intellectual property rights during the course of dealing/ operating with the Bank. The successful bidder should submit an indemnity to the Bank to the above effect in the format prescribed by the Bank.

16. PUBLICITY

Any publicity by the bidder in which the Bank's name is to be used should be done only with the explicit written permission of the Bank.

17. PROTECTION OF IPR:

The copyright and all other intellectual property rights of whatever nature in the information systems, in the Operating Manuals and in all other specifications and documentation relating to the systems are and shall remain vested with the Bank. The bidder shall undertake to treat as confidential and keep secret all information contained or embodied in the systems and documentation relating to the systems and all information conveyed by the Bank.

18. NON-DISCLOSURE OF INFORMATION

The bidders shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them. The successful bidder shall be required to sign a Non-Disclosure Agreement with the Bank in the prescribed format.

19. TECHNICAL BID

(To be kept in a separate sealed cover duly super scribed as **TECHNICAL BID FOR I.S. Consultancy for ISO 27001:2013 Readiness for Data Center of**)

DETAILS OF THE BIDDER

- I. Name of the Company/Firm/Society/Organization
- II. Constitution
- III. Postal Address
- IV. Phone No., Mobile, email
- V. Name of the Partners/Directors/Members
- VI. Details of assignments of Consultancy for ISO 27001:2013 Readiness for Data Center and financial institutions of the country under taken by the firm (Enclose separate sheets)
- VII. Of which the details of the assignment in the relevant area for which the bid is made
- VIII. Name and designation of the Contact Person: With Phone No., Mobile and email id:
- IX. Details of Human Resources available: (enclose separate sheets)
- X. Names and designations of persons available with CISA/CISSP/CISM/CEH and other relevant certifications
- XI. Details of experience of such persons in ISO 27001:2013
- XII. Details of experience in banking related applications/domain:
- XIII. Details of Consultancy for ISO 27001:2013 Readiness for Data Center methodology proposed to be adopted and details of assessment tools if any proposed to be used. (Enclose separate sheet)
- XIV. Capability to perform the assignment without out-sourcing (Enclose documents if any)

I/We agree to sign the Non-Disclosure Agreement, Fiduciary & Secrecy and the Do's and Don'ts in format given in the RFP if we are assigned the job. Date:

Signature: _____

(in the Capacity of:) _____

Duly authorized to sign the offer for and on behalf of the firm/company

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20. COMMERCIAL BID

(To be kept in a separate sealed cover duly super-scribed as **COMMERCIAL BID FOR Consultancy for ISO 27001:2013 Readiness for Data Center of.....**)

All – inclusive price for DC ISO 27001 Readiness Consultancy at Bank of Bhutan Limited, Thimphu
vide RFP No. Dated is (currency)
..... (in figure), (Currency)
..... (in words).

The price is inclusive of all service charges, levies, taxes and other charges, if any.

Date:

Signature:____

(in the Capacity of:)__

Duly authorized to sign the offer for and on behalf of the firm/company

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21. BIDDING INSTRUCTION

The bidder(s) shall submit the bid in accordance with the following clauses. Bids shall be delivered by hand, courier or registered post to the following address during office hours. Quotation by fax or by electronic means shall not be accepted:

**Procurement Officer
Bank of Bhutan, Head Office,
Thimphu, Babesa**

No information of the bidders on the outer envelope. The outer envelope shall be sealed without any tempering and marked the word **“Confidential”** with the following details:

Bid Name, number and its date; and

Warning not to open before the time and date of bid opening. The opening time and date should be reflected. Two copies inside the outer envelope clearly marked as **“TECHNICAL BID”** and **“COMMERCIAL BID”** with seal. The **“TECHNICAL BID”** and **“COMMERCIAL BID”** also shall have/indicate the name and address of the bidder to enable the bid to be returned unopened in case of late submission.

22. LAST DEADLINE FOR SUBMISSION

Date: 27th June, 2019 at 1300 hours

Place for submission: Procurement Unit, Head Office, Babesa, Thimphu

Any Bid received after the deadline for submission shall not be accepted and declared as late and returned unopened to the Bidder.

23. DEADLINE FOR OPENING OF BIDS

Date: 27th June, 2019 at 1500 hours

Place of opening: Meeting Room, Head Office, Babesa, Thimphu

In case the due date of submission and opening of the bid falls on a non-working day, submission and opening of bid shall be on the next working day at the same time.

The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend the bid opening at the specified venue and time.

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24. CURRENCIES OF BID

The price quoted by the Bidder shall be in BTN, INR and USD.

The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established **by RMA on the day of bid opening**. These exchange rates shall **apply for all payments so that no** exchange risk shall be borne by the Bidder.

25. PROJECT COMPLETION TIMELINE

The maximum time period for completion of project is 6 months from the date of work/purchase order.

26. LIQUIDITY DAMAGE

Bank shall levy a Liquidity Damage of 0.15% per day and shall not exceed 15% of the total contract value.

Liquidity Damage is levied only if the bidder fails to supply and deliver the goods within their stipulated time period.

Liquidity Damage shall be calculated as per formula below;

$$\text{Liquidity Damage} = 0.15\% * \text{Total Value} * \text{No. of delay days}$$

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27. TERMINATION/BLACKLISTING

- 27.1. The Bank may terminate or blacklist the suppliers/firms by giving notice under any of the terms and conditions of the bidding document/purchase/supply order, if the bidder:
- 27.2. Withdraws its bid during the period of bid validity before awarding the contract;
- 27.3. Fails to perform any obligation(s) under the Purchase Order/Supply Order;
- 27.4. Deliberately gives wrong/invalid information to Bank in competing for or in executing the tasks under this tender or Purchase Order/Supply Order;
- 27.5. Has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order/Supply Order;
- 27.6. Becomes bankrupt or otherwise insolvent without compensation to the Supplier; and
- 27.7. If the maximum liquidity damage exceeds 15 % of the total value.

28. OTHER TERMS AND CONDITIONS

- 28.1. Further information/clarification can be obtained from the Procurement Unit, Head Office, Thimphu, Babesa in writing during office hours or e-mail to: cheten.dorji@bob.bt (or) kelzang.dorji@bob.bt (or) bharat.gurung@bob.bt
- 28.2. The successful bidder shall not sub-contract the assignment.
- 28.3. To assist in the examination, evaluation and comparison of Bids, the Bank may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted. Failing to respond to the clarifications within 2 calendar days will be treated as non-responsive and hence will be considered as non-responsive.
- 28.4. The Bank is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
- 28.5. If the bidder deliberately gives wrong/invalid information to Bank, Bank reserves the right to reject this contract at any stage and blacklisted the bidder or forfeit the EMD/Performance Security or;

- 28.6. Any other Terms and Conditions require for execution of contract shall be in writing upon agreeing by both the parties.
- 28.7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
- 28.8. All other clarification or dispute with regards to the procurement procedures and governing laws shall be guided by:
- 28.9. Bidding document;
- 28.10. BoBL Procurement Rules and Regulations 2013; and
- 28.11. Further, if the dispute was not resolved, it shall be governed by Court Law, The Kingdom of Bhutan.

“Thank You”

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