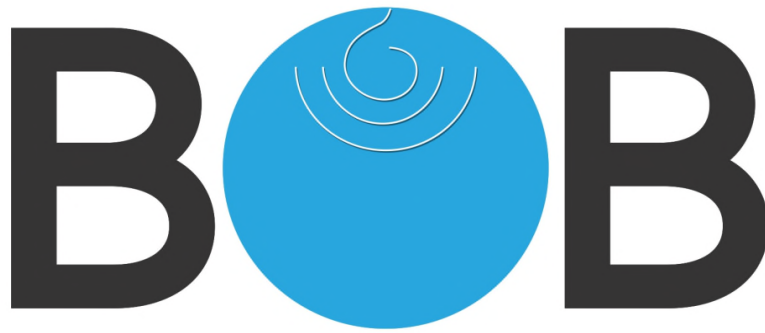


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BANK OF BHUTAN

A **dhi** Company

Banker to the Nation since 1968

STANDARD BIDDING DOCUMENT

Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project.

TENDER NO.: 000/BOB/TENDER/2022/003

DATE: 16 MARCH 2022



DISCLAIMER

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by Bank of Bhutan for its Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project) in TCO (Total Cost of Ownership) over a 5-year basis. It should not be reused or copied or used either partially or fully in any form.

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by BANK OF BHUTAN or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Bank of Bhutan, but an invitation for bidder's responses. No contractual obligation on behalf of Bank of Bhutan, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Bank of Bhutan and the Bidder.

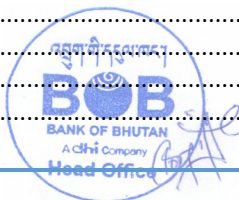
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NOTICE INVITING TENDER

1. Invitation of bids

<i>Name of the Purchaser</i>	Bank of Bhutan, Corporate Office
<i>Bidding Type</i>	Open Competitive Bidding for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project]
<i>Reference No</i>	000/BoB/Tender/2022/003
<i>Date</i>	16- March-2022

Bank of Bhutan herein referred to as **Bank** or the **Purchaser** invites sealed Bids from all eligible Domestic and International Bidders for *Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project* as per the scope of supply mentioned hereinafter.

The sealed bids shall comprise of Technical bid and Commercial bid from the prospective bidders having proven capabilities and experience of having implemented/ under Implementation of an Advanced Analytics solution in the region. The prospective bidder is required to adhere to the terms of this bidding document and any deviations to the same shall not to be acceptable to Bank of Bhutan. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid data sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

1. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Documents, which are available as per the salient features of the bid.
2. Issuance of Bidding Documents shall not automatically construed that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.
3. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.
4. All Bids must be accompanied by Bid Security for an amount of **Nu. 500,000.00 (Ngultrum Five Hundred Thousand)** only, in the form of Demand Draft /Cash Warrant /Banker's Cheque/ **Unconditional** Bank Guarantee/Cash deposit enforceable by any financial institutions in Bhutan, and shall remain valid till **04 Aug, 2022**
5. Qualification Requirement for Bidders shall be as specified in the Instructions to the bidders (ITB) in pursuant to Annexure XV- Eligibility Compliance

6. 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.
7. Address for bid submission:

**Procurement Officer,
Procurement Division,
BoB Corporate Office, 2nd Floor
Thimphu**

2. Introduction

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.

The Bank provides a wide range of financial products and services spanning deposits, loans, trade finance and money market as well as facilitates 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 un-banked population, the Bank launched "Mobile & Agency Banking" services (mBoB) 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 un-banked 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.

3. Salient Features of the bid

#	Particulars	Remarks
1	Tender Reference	Ref. No: 000/BoB/Tender/2022/003 dated 16 March 2022
2	Cost of Tender documents	Free of Cost. No issuance of documents in hard copy. The bidder need to download from the website.
3	Date of issue of the bidding document	March 16, 2022
4	Last date for submitting pre-bid queries	March 28, 2022 up to 4:30 PM
5	Pre-Bid meeting	March 29, 2022 at 9:30 AM BST (Meeting would be done through Video-Conferencing and the Bidders shall be invited to

#	Particulars	Remarks
		attend pre-bid meeting to be held on the date, time and location specified in BDS) A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids.
6	Last Date and Time for receipts bids	April 06, 2022 at 2:30 PM BST
7	Opening of Technical bids	April 06, 2022 at 3:00 PM BST
8	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
9	Address of Communication	<p>BID CLARIFICATION</p> <p>Cheten Dorji Procurement Manager Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext – 0023) Email: Cheten.dorji@bob.bt cc: dorji.wangchuk@bob.bt</p>
		<p>TECHNICAL CLARIFICATION</p> <p>Raju Tamang Head, Data Center Division Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext- 0125) Email: raju.tamang@bob.bt cc: dorji.wangchuk@bob.bt</p>
10	Bids to be submitted	Procurement Officer Procurement Division, 2nd Floor BoB Corporate Officer, Thimphu

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Bhutan, the bids will be received till the next working day and will be opened at the same venue and time as specified in the bidding document. Bank

of Bhutan is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

4. Objectives

The objective of the exercise is to engage a vendor for supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of End-To-End Data Analytics with Business Insights Solution. [Central Data Repository (CDR)] Project (On bank Premise Implementation) on TCO (Total Cost of Ownership) over a 5 year basis in Bank of Bhutan.

The selected bidder will implement the analytics models at Bank of Bhutan by going through a detailed step by step process of analytics implementation. These includes detailed requirement gathering, technical design, data extraction, data preparation, data quality, model development, model validation, model testing, model deployment, model recalibration, go-live and information delivery. The vendor is also required to build the analytical models and provide requisite training, documentation and support to bank. Training is to be provided by vendor to the Bank of Bhutan Team.

The bidders are required to develop a proposal for the service(s) covering all bid areas and the approach for meeting the requirements.

The bidder should provide the required software, licenses etc. for successful implementation of the proposed solution.

5. Parts of Bidding Document

The Bidding Document consist 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 16.

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
Section VII	Scope of work (SOW)
Section VIII	Annexures

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 as per the Section VII- Scope of work specified in the bidding document. The name, identification number, and number of lots within this procurement if any are provided in the BDS.

- a) Throughout this Bidding Document:
- b) the term “in writing” means communicated in written form (e.g. by mail electronic mail) with proof of receipt;
- c) if the context so requires, “singular” means plural” and vice versa; and
- d) “day” means calendar day.

2. Fraud and Corruption

- a) As per the RGoB policy, Purchaser requires 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” “Obstructive practice” shall be as per the definition in GCC 4.2. In pursuance of this policy, the Purchaser:
 - b) 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;
 - c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded 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;
 - d) 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;
 - e) 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

- f) 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.
- g) 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 which 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, 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 immediate family which includes 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 a 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 to ITB. 4.1c).1 (a & b).
- 5.2. For the purposes of this Clause, the term “Goods” includes commodities, raw material, 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 differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Parts of Bidding Document

- 6.1. The Bidding Document consist 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
Section VII	Scope of work (SOW)
Section VIII	Annexures

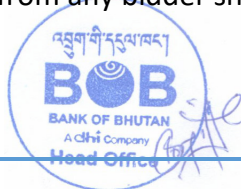
7. General Information

- 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, if 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 the 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 in the Purchaser's or relevant website including a description of the enquiry 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 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 not 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 pre-bid meeting
- 8.9. The queries for the Pre-bid Meeting should reach the bank in writing or by email on or before March 28, 2022.
- 8.10. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date.



- 8.11. Queries raised by the prospective bidder and the Bank's response may be hosted at Bank's website.
- 8.12. No individual correspondence will be accepted in this regard. Bidder needs to note that query need to be send in the Excel format only and specifically as per the format mentioned in the Annexure XII - Pre-Bid query format.
- 8.13. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.
- 8.14. A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids.
- 8.15. The Bidders shall be invited to attend pre-bid meeting to be held on the date, time and location which will be notified to the registered bidders.

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 in 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 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 to English. The English translation shall prevail on the interpretation.

12. Documents comprising the Bid

- 12.1. The Bid shall comprise the following:

- a) Bid Submission Forms and Price Schedules in accordance with ITB Clauses 13 &14 ;
- b) Bid Security, in accordance with ITB Clause 23;
- c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;
- d) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;
- e) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;
- f) Alternative Bids, if permissible, in accordance with ITB Clause 15;
- g) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1;
- h) Deviation sheet in accordance with the Bidding Form: IV; and
- i) Relevant Bidding forms
- j) 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 in 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 fulfil 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 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, 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 in 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 immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for conversion of prices.
- 19.3. Bid prices shall be evaluated in accordance to 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 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 following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:
- 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 service if so, specified in the BDS; and
 - c) minimum production capacity or availability of equipment if so, specified in the BDS.
- 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 so as 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 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 in 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 III, Bidding Forms); or
 - (ii) a Banker's Certified Cheque/Cash Warrant or
 - (iii) a Demand Draft;
 - (iv) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.
- 23.3. The Bid security shall be issued by a reputable financial institution enforceable in any Banks 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 case of single stage-two envelope and two stage mode of tendering, 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.
- 22.9. 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 reopening.

25.2. Technical and Commercial Bids along with soft copies. (The soft copy of the response must be in one of the Office Suite formats (Microsoft® Excel or Word), and Adobe® Acrobat.) duly sealed and super-scribed as –

- (a) **RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project (Technical Bid) and**
- (b) **RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project (Commercial Bid)**

25.3. The two bids should be put in a single sealed outer cover duly sealed and super-scribed as-

“Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project “

25.4. The outer Envelope shall:

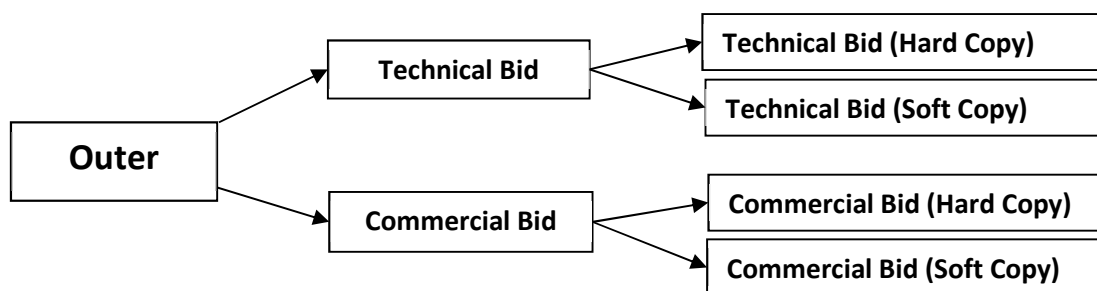
- a) be marked “CONFIDENTIAL”;
- b) be addressed to the Purchaser provided in the BDS;
- c) bear the Tender name and number; and
- d) provide a warning not to open before the time and date for Bid Opening.

25.5. Single-Stage Two Envelope Process:

- a) The inner Envelope - I shall contain:

- (i) technical bids and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
 - (ii) be marked “ORIGINAL”, “ALTERNATIVE” (if permitted) and “COPY”.
- b) The inner envelope - II shall contain:
- (i) financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder; and
 - (ii) be marked “ORIGINAL”, “ALTERNATIVE” (if permitted) and “COPY”.
- 25.6. Where Bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.
- 25.7. 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.
- 25.8. 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.
- 25.9. 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 with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.
- 25.10. 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.

The Documents are to be prepared and submitted in the order mentioned in the below diagram.



- 25.11. The entire RFP including the annexures (I to XXXI), Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the technical bid. The bids (along with soft copy) shall be dropped/submitted at the Banks address given in Bid Data Sheet Table, on or before the date specified therein.

- 25.12. The Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Earnest Money Deposit in the form of unconditional Bank Guarantee and the stamped and signed Integrity Pact (**as per Annexure – XIII**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Technical Offer. The Technical offers must not contain any price information. Bank, at its sole discretion, may not evaluate the Technical Offer in case of non-submission or partial submission of the technical details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures (I to XXXI)**.
- 25.13. The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – XX**.
- 25.14. All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. And the name of the purchaser.
- 25.15. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with the technical.
- 25.16. The technical bid shall contain the EMD and signed and stamped Integrity Pact should invariably be placed in technical Bid envelope.
- 25.17. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non- responsive.
- 25.18. Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure –XIX with technical bid envelope to be submitted.
- 25.19. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 25.20. Canvassing of any kind or Bid submitted with false information will result for grounds of disqualification.
- 25.21. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Ngultrum value of the commercial bid over the price validity period.
- 25.22. Prices quoted by the Bidder shall be in Bhutanese Ngultrum, firm and not subject to any price escalation, if the order is placed within the price validity period.

- 25.23. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 25.24. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 25.25. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 25.26. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 25.27. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.
- 25.28. 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.
- 25.29. Electronic Submission of the Bid
- i. The bidders may submit the bid document electronically however the bid documents (eligibility, technical and financial) needs to be password protected. The password will be sought during the opening of the bid document on the contact details provided during registration.
 - ii. In the case of the electronic submission of the bidding document the details of payment towards the bid security are to be given in the covering letter. Bids without the payment of amount towards the bid security shall be summarily rejected. It is hereby clarified that the amount so paid towards the bid security of this RFP is not the security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder.
 - iii. The bidders submitting the bid document electronically will need to deposit the bid security amount and the details of same will be shared to individual bidders upon confirmation by the bidders.

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 Bidders 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 and 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 case of Single Stage Two Envelope Bid, 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, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid such as discrepancies between the offered Guaranteed Technical Particulars and test value/ drawings/relevant documents, any documentary evidences 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

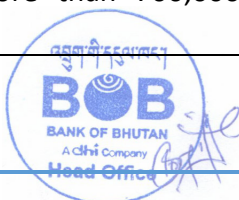
- 32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause12 have been provided, and to determine the completeness of each document submitted.
- 32.2. The Purchaser shall confirm that the following documents and information have been provided in 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.

32.4. The eligibility criteria to participate in bidding process are mentioned below. Only those Bidders, who fulfill the following all eligibilities criteria, are eligible to respond to this bidding process. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

#	Criteria	Proof of documents to be submitted
1	Bidder should be a registered firm with a Valid trade License or other documents to prove the legal status and place of registration of the business (At least for the last five years as on RFP submission date).	The following list of documents (where applicable) 1. Valid trade license 2. Certificate of Incorporation issued by Registrar of Companies along with 3. Copies of Memorandum of Association 4. Copies of Articles of Association 5. Shareholding pattern
2	The Bidder should have a minimum annual turnover of Nu.40, 000,000.00 in each of the last three financial years i.e. 2018-19, 2019-20, and 2020-21.	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20, 2020-21.should be submitted as per Annexure XI
3	The Bidder should have the experience of having implemented / under Implementation of an on premise Central data repository Solution covering ETL/ELT, Data repository, Reporting tool, Business Intelligence tool, Data Analytics, Data Mining, Data Quality, and modelling in at least One Commercial Bank in the region having 50-60 with more than 700,000 customer accounts	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter / mentioning the components and status of implementation of the project is to be submitted.



#	Criteria	Proof of documents to be submitted
4	The Bidder should have sufficient skilled staff and Project Managers on his rolls across areas like ETL/ ELT, Data repository, Reporting tool, Business Intelligence tool, Data Mining, Data Quality, modelling AI, ML, big data and data science having expertise of minimum 5 years Certification in analytics/ data engineering / AI / ML with reputed institutions will be preferred	Self-declaration to this effect on company's letter head should be submitted along with the Bio-data of the Project Managers with valid certifications of completion from the earlier projects.
5	The bidder must be ISO 9001-2008 Certified Company (or equivalent) and the certificate should be valid as on date of bid submission	Copy of certification needs to be submitted
6	The bidder and OEMs whose hardware / software is proposed to be supplied to the Bank must have presence in Bhutan or through their authorized suppliers or support partners in Bhutan and should be able to support the project in Bhutan during the contract period.	Self-Declaration on Bidder's letter head signed by the authorized signatory to be submitted
7	The bidder shall be the certified or authorized agent / reseller / partner of the offered hardware and software for the past one year or the OEM of the solution offered	MAF as per annexure III for Authorized partner. Self- declaration if the bidder is an OEM to be submitted (MoU with the authorized dealer in Bhutan may be submitted)
8	Bidder should not have been black- listed by any bank / institution in the region as on RFP Submission date. An undertaking to this effect must be submitted in their letter head	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-VII signed by authorized signatory.
9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected	Self-declaration to this effect on the company's letterhead should be submitted signed by authorized signatory.

#	Criteria	Proof of documents to be submitted
Experience of the OEM		
10	The Proposed below mentioned data CDR components should be implemented and running successfully in at least one Commercial Bank in the region having 60 branches 1) ETL/ELT Tool 2) Data Repository or equivalent 3) Data Quality 4) Data Mining 5) Reporting tool 6) Business Intelligence tool and modelling based on AI & ML.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract (Bidders with completion certificate will be preferred)
11	The proposed product for Advanced Data Analytics Solution should have been implemented/under implementation and running in any commercial Bank in the region.	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter mentioning the status of proposed solution is to be submitted.
12	The proposed Data Archival Solution should have been implemented in at least one commercial Bank in the region having more than 50 branches.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract with completion certificate
13	The proposed software stack of ETL Tool, Data warehouse, Data Quality, Data Mining, Reporting tool and BI tool should be limited to one OEM per bidder to work in integrated way	A solution mapping sheet as per annexure XXXI and also a Self-Declaration on Bidder's letter head signed by the authorized signatory
14	The proposed product for Data Analytics solution should not be on open-source platform	Self-Declaration on Bidder's letter head signed by the authorized signatory
15	The proposed Backup software should have been implemented in at least one commercial Bank in the region having more than 50 branches.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract with completion certificate

NOTE: It is preferred that the bidders have an operating profit during the past 3 financial years i.e. 2018-19, 2019-20, and 2020-21. However, given the COVID 19 situation, at least 2 of the last three FY (2019-20, 2020-21) the bidder should be profitable

- 32.5. In this bidding process, either authorized representative / distributor on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted.
- 32.6. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same bidding document for the same item or product.
- 32.7. The bidder must comply with all above-mentioned criteria and Non-compliance of any of the Eligibility Criteria will entail rejection of the offer summarily.
- 32.8. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.
- 32.9. BANK reserves the right to verify /evaluate the claims made by the vendor independently.
- 32.10. Any decision of BANK OF BHUTAN in this regard shall be final, conclusive and binding upon the bidder.
- 32.11. Bidders need to ensure compliance to all the eligibility criteria points.
- 32.12. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- 32.13. Proposed implementation experience need not be in the current product version proposed.
- 32.14. Either the bidder representing a principal/OEM of the proposed solution or Principal/OEM itself can bid but both cannot bid simultaneously for the same product in this tender.
- 32.15. If a bidder submits bid on behalf of the principal/OEM, the same bidder shall not submit on behalf of another principal/OEM in this tender.
- 32.16. The branches being considered in the criteria should be per Bank and not cumulative across Banks.
- 32.17. In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- 32.18. In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, net-worth, Credentials, other certificates etc. may be considered

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 feedbacks will constitute as 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 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.
- 34.4. If the response to this bidding document does not include the information required or is incomplete, the response to the bidding document is liable to be rejected.
- 34.5. All submissions will become the property of Bank.
- 34.6. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

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.
- 35.5. Each Recipient should notify Bank of any error, omission, or discrepancy found in this bid document.

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:
- evaluation shall be done for Items or Lots, as specified in the BDS;
 - the Bid Price, as quoted in accordance with ITB Clause 16;
 - price adjustment for correction of arithmetic errors in accordance with ITB Clause 35.3;
 - price adjustment due to discounts offered in accordance with ITB Clause 16.4;
 - adjustments due to the application of the evaluation criteria specified in the BDS; and
 - 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 which 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, 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 combinations 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.
- 38.8. The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in Annexure XV, will be further evaluated with respect to the Technical bid.
- 38.9. Bidders will be evaluated against the eligibility criteria mentioned in Annexure XV
- 38.10. The bidder has to comply with all the eligibility criteria without fail.
- 38.11. The Bank will evaluate the technical bids received in response to the bidding process:
- (a) As per the Evaluation Matrix given below.
 - (b) As per the necessary details/documents provided for scoring against the maximum marks mentioned below.

i. Summary of the evaluation matrix:

#	Parameters	Minimum Score	Maximum Score	Minimum Passing % in respective parameters	Weight age
1	Bidder's Capability and Experience	80	100	80%	20%
2	Compliance to Annexure XVI – Functional Requirement	100	125	80%	30%
3	Compliance to Annexure XVII – Technical Requirement	720	900	80%	25%
4	Proposed Quality of manpower	80	100	80%	10%
5	Technical Presentation and Product Demo	144	180	80%	15%
	TOTAL	1124	1405		100%

ii. Evaluation parameter and the evaluation approach:

#	Evaluation parameter	Evaluation Approach	Max Marks
1	Bidder's Capability and Experience	<p>a) The Bidder should have the experience of having implemented/under Implementation of an on premise Central data repository Solution covering ETL/ELT, Data repository, Reporting tool, Business Intelligence tool, Data Analytics, Data Mining, Data Quality, and modelling in at least One Commercial Bank in the region having 50-60 branches in the region with more than 700,000 customer accounts and cover the below parameters</p> <ul style="list-style-type: none"> ➤ 700,000 - 1,000,000 customer accounts (20 Marks) ➤ 1,000,000 - 1,500,000 customer accounts (30 Marks) ➤ More than 1,500,000 customer accounts (40 marks) <p>and</p> <p>b) Business mix (Deposits + Advance of a commercial Bank) during the last financial year (2020-2021) of Nu 200,000.00 Million and above in the region.</p> <ul style="list-style-type: none"> ➤ In One commercial Bank in the region having more than 60 Branches (40 Marks) ➤ In two commercial Bank in the region having more than 60 Branches (50 Marks) 	100

#	Evaluation parameter	Evaluation Approach	Max Marks
		➤ In More than two commercial Bank in the region having more than 100 Branches (60 Marks)	
2	Compliance to Annexure XVI – Functional Requirement	<p>Bidder needs to submit the compliance to Functional Requirements for Solution Provided as per Annexure XVI.</p> <p>Deviations and non-conformance to requirements in the RFP shall be penalized Bidder should ensure that they score at-least 100 marks in Annexure XVI – Functional requirements and any critical noncompliance may lead to disqualification.</p> <p>There are Mandatory requirement marked in the sheet, any deviation or noncompliance to those items will lead to disqualification of the bidder. Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the Bank</p>	125
3	Compliance to Annexure XVII – Technical Requirement	<p>Bidder needs to submit the compliance to Technical Requirements for Solution Provided as per Annexure XVII. Deviations and non-conformance to requirements in the RFP shall be penalized Bidder should ensure that they score 80% of the technical requirement i.e 720 in Annexure XVII - Technical requirements and any critical noncompliance may lead to disqualification. There are Mandatory requirement marked in the sheet, any deviation or noncompliance to those items will lead to disqualification of the bidder. Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the Bank</p>	900
4	Proposed Quality of man-power	Project Team: The key parameters for evaluating the team members would be:	100
4.1		<p>Experience of the Project Manager (Max 30 marks) Should have >10 years of relevant experience as Project Manager and should have experience of Managing, Implementation and Operations of any three of the solutions in one or more commercial bank in the region having more than 100 branches. (10 marks)</p> <p>Should have >15 years of relevant experience as Project Manager and should have experience of Managing,</p>	30

#	Evaluation parameter	Evaluation Approach	Max Marks
		<p>Implementation and Operations of any three of the solutions in one or more commercial bank in the region having more than 100 branches. (30 marks)</p> <p>Solutions: <u>Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</u></p>	
4.2		<p>Experience of the Data architect (Max 20 marks) Should have >5 years of relevant experience as Data Architect and should have experience of Design & Architecture in any three of the solutions in one or more commercial bank in the region having more than 100 branches. (10 marks)</p> <p>Should have >8 years of relevant experience as Data Architect and should have experience of Design & Architecture in any three of the solutions in one or more commercial bank in the region having more than 100 branches. (20 marks)</p> <p>Solutions: <u>Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</u></p>	20
4.3		<p>Experience of the Functional Lead (max 15 marks) Should have >5 years of relevant experience in the respective Module and should have worked as a Functional lead for any two solution in at least two commercial Bank in the region having more than 100 branches (7 marks)</p> <p>Should have >8 years of relevant experience in the respective Module and should have worked as a Functional lead for any two solutions in at least one commercial Bank in the region having more than 100 branches (15 marks)</p> <p>Solutions: <u>Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</u></p>	15
4.4		<p>Experience of the Implementation Team Leads (max 15 marks) Should have >5 years of relevant experience with experience as team lead Implementation of any two solution in at least two commercial Bank in the region having more than 100 branches (7 marks)</p> <p>Should have >8 years of relevant experience with experience as team lead Implementation of any two solution in at least</p>	15

#	Evaluation parameter	Evaluation Approach	Max Marks
		two commercial Bank in the region having more than 100 branches 15 marks) <u>Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</u>	
4.5		Experience of the Business Analyst (Max 10 marks) Should have >5 years of relevant experience with experience as Business Analyst of any two solutions in at least two commercial Banks in the region having more than 100 branches (7 marks) Should have >7 years of relevant experience with experience as Business Analyst of any two solutions in at least two commercial Banks in the region having more than 100 branches (10 marks) <u>Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</u>	10
4.6		Experience of Data Scientist (Max10 marks) M. Tech / B. Tech / MSc in Artificial Intelligence / Computer Science /Analytics/ Statistics / Applied Economics Minimum 3 years of experience in data science related areas Professional certification in data science and big data, or participation in minimum 3 client projects in data science, each of duration not less than 6 months Hands-on software development and experimentation skills in environments like R / Scala / Python /H2O / Matlab Research exposure, as shown by conference publications / patent applications Software development experience 1 Data Scientist - 7 Marks More Than 1 Data Scientist - 10 Marks	10
5	Technical Presentation and Product Demo	Demo and Presentation by the bidders covering product features, support, infrastructure, implementation and Maintenance strategy, company's financial and project management capabilities etc.	180

#	Evaluation parameter	Evaluation Approach	Max Marks
		<p>Bidder needs to show the Demo of the below mentioned Use cases during the Technical Presentation. Bidder needs to show these Use cases on the Masked dummy data that will be shared by bank before technical presentation with all Eligible bidders</p> <ol style="list-style-type: none"> 1. Cross Sell Analytics: Improving product cross- holding ratio 2. Behavioral Analytics: Customer Segmentation & Profiling 3. Product Penetration: Market Basket Analysis, and data driven Credit offer as per personal need of the customer. 4. Loans underwriting. 5. Sales Target Setting & Budgeting models <p>Spend Analytics</p>	
		Total	1405

****Based on Bidders technical presentation and demonstration maximum of 180 marks will be allotted to them. During the evaluation, bank would be scoring the presentation made by the bidders at the Bank's premises across the areas laid out in the table below.***

iii. Evaluation parameter for the technical presentation

#	Technical Presentation on Proposed Solution	Score
1	Demonstration of Functional specifications of proposed solution for below use cases	90
1.1	Cross Sell Analytics: Improving product cross-holding ratio: During Demo Bidder needs to show the product ability of linking the data from different source system based on the unique key and then provide the suggestion to bank based on the customer buying partner and demographic location.	15
1.2	Behavioral Analytics: Customer Segmentation & Profiling: During Demo Bidder needs to show the product ability of linking the data from different source system based on the unique key and then come up with customer segmentation and profiling based on the rules and combination as suggested by bank	15
1.3	Product Penetration: Market Basket Analysis, Sales Volume Forecasting: During Demo Bidder needs to show the product ability of linking the data from different source system based on the unique key and then come up with product analysis and its performance based and also forecast the same based on the trends	15

#	Technical Presentation on Proposed Solution	Score
1.4	Loans underwriting: Bidder needs to showcase the system ability of linkage the data form different source system and come up with the exposure of the customer with the bank and also as per the pass trend and payment history need to evaluate the customer and gives rating based on the rules of the bank.	15
1.5	Sales Target Setting & Budgeting models: Bidder needs to show case how system is capable of setting sales target and also needs to show case the actual vice versus achieved and also in the same how the budgeting model is set and achieved	15
1.6	Spend Analytics: During Demo Bidder needs to show the product ability of linking the data from different source system based on the unique key and then come up spending partner of the customer based on the location, channels and product	15
2	Execution Competency (Solution Accelerators, Functional & Technical Competency) shown in Presentation	90
2.01	Understanding of BoBL's business Operating environment and scope	15
2.02	Demonstration of organization capability for the proposed initiative	15
2.03	Demonstration of seamless integration of the components of the CDR like ETL tool, database, reporting layer, metadata, single sign-on, etc.	15
2.04	Demonstration of at least two accelerators or value add for the proposed solution that brings in distinct solution advantage or implementation time or effort saving. Accelerators should conform to one of the logical blocks of the Data Warehouse Architecture (BI/CDR/ETL/Data migration/Analytics)	10
2.05	Demonstrate Self service capabilities of the proposed solution with minimal intervention from the IT Team	10
2.06	Bidder's Credentials	5
2.07	OEM's Credentials	5
2.08	Bidder's and OEM's experience	5
2.09	Detailed Solution Capability and Implementation approach for Data warehouse, Data quality, Meta Data & in memory	5
2.10	Detailed Solution Capability and Implementation approach for Innovative use cases for the bank	5
	Total (1 +2)	180

38.12. The bidder has to score minimum of 1124 in the overall marks to qualify for Commercial Evaluation and minimum score in each parameter as tabled below:

#	Parameters	Minimum Score
1	Bidder's Capability and Experience	80

2	Compliance to Annexure XVI – Functional Requirement	100
3	Compliance to Annexure XVII – Technical Requirement	720
4	Proposed Quality of man-power	80
5	Technical Presentation and Product Demo	144
	Total	1124

38.13. Bidder should score at least 80% marks in the technical evaluation - Technical Requirements as per Annexure XVII to qualify for commercial bid. Bank reserves the right to disqualify the bidder if any mandatory requirements are not available in the solution.

38.14. Bidder should score at least 80% marks in the Functional evaluation – Functional specification as per Annexure XVI to qualify for commercial bid.

38.15. Bidder to provide required Hardware specification (Annexure XXV) for proposed solution along with sizing adequacy (Annexure XXVI) and implementation approach and methodology.

38.16. Demo and presentation to be made by the Project Manager to be deployed for the Project, along with the proposed team; time allotted for presentation – 120 minutes including question answer session

38.17. Documentary evidence must be furnished against each of the above criteria along with an index as required by Bank.

38.18. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.

38.19. The Technical Score will be calculated based on the Technical Evaluation Metric mentioned above. The Highest Technical Score (TS) will be given a Technical score (T) of 100 points. The technical scores of other Bids will be computed as follows:

$$T = 100 \times TB / TS$$

(TB = Technical Score of the bidder)

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

38.20. The bank will calculate the technical scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

38.21. Financial bids of only those bidders who score the minimum technical score of 80% will be considered for further evaluation.

38.22. Commercial Evaluation



- i. The format for quoting indicative commercial bid set out in Annexure – XX.
- ii. The commercial offer should consist of comprehensive cost for required solution.
- iii. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.
- iv. The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:
- v. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- vi. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the bid document, during the tenure of the project, would be at the cost of the Bidder
- vii. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- viii. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- ix. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- x. In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes then it will assumed that the Bidder will provide the same at no cost to the bank.
- xi. The Financial Score will be calculated based on the bid quoted by the bidder. The lowest quoted bid among the qualifying bids (FS) will be given a financial score (F) of 100 points. The Financial scores of other Bids will be computed as follows:

$$F=100 \times (FS/FB)$$

(FB = Financial Quote of the bidder)

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

38.23. Final Evaluation - Weighted Techno-Commercial Evaluation

- i. The Proposals will be finally ranked according to their combined Technical Score (T) and Financial Score (F) as follows: The formula for determining the lowest

evaluated bidder is;

$$S = \left(60 \% \text{ Technical score} \right) + \left(40\% \text{ financial score} \right)$$

- ii. The bidder scoring the highest from the above calculation will be awarded the Contract
- iii. **Sample example of bid evaluation:**

Three vendors namely A, B and C participated in the bid process and qualified in the technical evaluation. Their technical score of the bidders (TB) are A=80, B=85 and C= 95. The technical evaluation would be as under:

#	Technical Evaluation				Conversion to 60%
	Bidders	Technical Score of the bidder (TB)	Highest Technical Score (TS)	Score T=100x(TB/TS)	
1	A	80	95	84.21	50.53
2	B	90		89.47	53.68
3	C	95		100.00	60.00

The financial offers of the Vendors are as A= Nu. 8,000.00, B = Nu. 9,000.00 And C= Nu. 10,000.00. their Financial score (F) are as under:

#	Financial Evaluation				Conversion to 40%
	Bidders	Financial Quote of the bidder (FB)	Lowest Financial Quote (FS)	Score F=100 x(FS/FB)	
1	A	Nu. 8,000.00	Nu. 8,000.00	100.00	40.00
2	B	Nu. 9,000.00		88.89	35.56
3	C	Nu. 10,000.00		80.00	32.00

As the weightage for technical parameter and cost are T = 60% and F = 40% respectively, the final scores shall be calculated as under:

#	Lowest Evaluated Bid
---	-----------------------------

	Bidders	Technical Score of the bidder (60% of the technical Score)	Financial Score of the bidder (40% of the technical score)	Score
1	A	50.53	40.00	90.53
2	B	53.68	35.56	89.24
3	C	60.00	32.00	92.00

Hence, the offer of 'C' (being highest evaluated bid) would be considered and the contract shall be awarded to 'C' at Nu. 10,000.00 being the price quoted by C.

38.24. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank. The Successful Applicant shall be the lowest evaluated bidder (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order by the selected bidder.

38.25. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial score.

38.26. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

38.27. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

38.28. 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.

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, 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 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.
- 40.2. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 40.3. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder.
- 40.4. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- 40.5. The Bid is liable to be rejected if:
- (a) The document doesn't bear signature of authorized person on each page signed and duly stamp.
 - (b) It is received after expiry of the due date and time stipulated for bid submission.
 - (c) Incomplete Bids, including non-submission or non-furnishing of requisite documents /Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this bidding document are liable for rejection by the Bank.

- (d) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
 - (e) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 40.6. Non-compliance of any point will lead to rejection of the bid.
- 40.7. Bidder should comply with all the points mentioned in the bidding document.
- 40.8. Non-submission of Pre-Contract Integrity Pact as per format given in Annexure – XIII.
- 40.9. The vendor shall indemnify Bank and keep indemnified against any loss or damage that Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

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.
- 41.2. The bidder who qualifies in the technical evaluation with 80% in the technical score will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder.
- 41.3. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank. The Successful Applicant shall be the lowest evaluated bidder (having the highest combined score of technical (60%) and commercial (40%)).
- 41.4. The final decision on the successful bidder will be taken by the bank.
- 41.5. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder(s).

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

- 43.1. Prior to 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 for signing of Contract Agreement.
- 44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are 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 Contract 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.

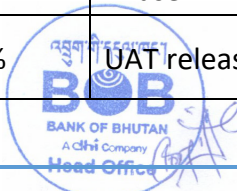
45. Performance Security

- 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 as per Annexure VI, PERFORMANCE BANK GUARANTEE or
 - b) 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 Banks 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 as "withdrawal" and all relevant clauses shall apply.

46. Payment Terms

45.1 There will be no advance payments. There will be no interest on late payment. The payment will be released to the vendor as per the payment schedule defined as below:

#	Deliverables	% of Payment	Stages (On Completion of the activities)
1	Hardware, Database systems, OS & Other Peripheral	90%	Delivery and Successful installation and acceptance of the infrastructure / hardware by the bank of the Hardware and submission of invoice with Proof of Delivery and other documents
2	ETL/ELT, Data Model, and other application licenses	40%	Delivery of Base version of respective application software and on submission of Invoice and proof of Delivery.
		25%	On successful completion of current state assessment, gap analysis and system specification definition Phase for respective applications
		15%	On UAT sign off for respective applications
		10%	On successful release of customized software to production, for respective applications
3	Solution Implementation Cost - Phase I	30%	SRS Sign-off of respective module from the Bank of Phase I
		30%	UAT release for testing of Phase I
		30%	Go-live of respective module across head office and branches/Offices / cluster offices for Phase I
4	Solution Implementation Cost - Phase II	30%	SRS Sign-off of respective module from the Bank of Phase II
		30%	UAT release for testing of Phase II
		30%	Go-live of respective module across head office and branches/Offices / cluster offices for Phase II
5	Solution Implementation Cost - Phase III	30%	SRS Sign-off of respective module from the Phase III
		30%	UAT release for testing of Phase III



#	Deliverables	% of Payment	Stages (On Completion of the activities)
		30%	Go-live of respective module across head office and branches/Offices / cluster offices for phase III
6	Solution Implementation Cost - Phase IV	30%	SRS Sign-off of respective module from the Bank of Phase IV
		30%	UAT release for testing of Phase IV
		30%	Go-live of respective module across head office and branches/Offices / cluster offices for Phase IV
7	Training	90%	Will be paid as and when each batch of training is completed
8	AMC/ ATS	ATS Yearly in Advance AMC Quarter end	The AMC/ATS shall commence on completion of the warranty period of 3 years for hardware and software/services. AMC / ATS warranty of all component will start after Go live of that Component only. Bidder has to provide (a warranty of 3 Years for Hardware and Software).
9	Support Services	Quarterly	The Bidder shall provide managed services towards database administration, system administration, development and application support. The managed services during the implementation of the project i.e., up to successful completion of Phase III shall be included by the bidder under implementation costs. The facilities management costs towards managed services will therefore commence after successful completion of Phase III of the project and sign off by the Bank. The bidder must note that the managed services should be available for all environments viz., production,
10	PMO Resources	Quarterly	Payment of the PMO resources will be made on a quarterly basis upon submission of invoice with project updates and other documents

45.2 The balance of 10% (SL. No 1 -7) will be released after the completion of the defect liability period of 1 year after the completion of the entire project.



47. Payment Authority

- 47.1. The payments as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.
- 47.2. The bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.
- 47.3. Following Documents are to be submitted for Payment:
 - (a) Invoice
 - (b) Duly signed Delivery Challans
 - (c) Original Octroi Receipts, if any
 - (d) Installation Report, counter signed by an authorized official from the delivery site

48. IMPLEMENTATION ROADMAP AND SCHEDULE OF DELIVERY

- 48.1. The analytics implementation at the Bank is envisaged to occur in various phases. There are Four (4) Phases in the implementation:
 - a) Phase I - Study & Design Phase
 - b) Phase II - Design and Development Phase of CDR and Customer Specific Analytics
 - c) Phase III - Sales & Performance Enhancement
 - d) Phase IV - Predictive Modelling and Advance Analytics
- 48.2. The description of each phase along with duties of vendor in terms of models to be implemented in a particular phase is given below.
- 48.3. During the implementation phase, Bank may change the schedule of implementation of modules based on its business requirement mutually agreed with the selected bidder.

49. Schedule of Delivery

- 49.1. Indicative modules to be implemented in different phases shall be as per the clauses 48.2 to 48.5 given below;
- 49.2. **Phase I - Study & Design Phase (0 to 3rd month):**

In this phase, the selected implementation vendor is expected to start implementing the hardware and finalize the High level Design (HLD) and Low Level Design (LLD). Bank expects the bidder to at-least develop one use case. Phase Implementation Roadmap & identified use cases:

- (a) Business requirements Study Source system study and data mapping to target system.

- (b) Source System Study and Design of the extraction and loading (ETL or ELT) process
- (c) Submission of Business Requirements Document
- (d) Submit the HLD and LLD for Bank's review and sign off
- (e) Supply of the Hardware at DC and DR
- (f) Power on all hardware
- (g) Do all the OS, DB and other peripheral software installation and sign off from bank
- (h) Executive Dashboard Release 1 (limited to CASA and Deposits) - Customer Segmentation.

49.3. Phase II - Design and Development Phase of CDR and Customer Specific Analytics (4th to 8th month):

In this phase, the selected implementation vendor is expected to complete the implementation of Customer Insights along with the standard reports identified by the Bank. The areas identified are:

- (a) Complete the ETL/ELT development (Data extraction, Data Quality, Data enrichment where required) across all source systems identified in the scope
- (b) Test run for Data Acquisition, testing, verification & and sign-off by Bank
- (c) Design & Development of Customer Specific data marts
- (d) Provide 360 degree view of customers across all touch points and channel management based on demography, profile, product portfolio, LTV etc.
- (e) Spend Analytics (for cards business)
- (f) Customer Profitability
- (g) Cross Sell Analytics: Improving product cross-holding ratio
- (h) Cross-sell/up-sell based on customer purchasing behaviour.
- (i) Customer Life Time Value and Customer Loyalty.
- (j) Branch performance and Profitability analytics
- (k) Report development of existing reports being used by Bank
- (l) Channel Performance & Profitability, Channel Planning & Optimization.
- (m) Executive Dashboards - Release 2 (Customer Analytics and Branch Performance)

49.4. Phase III - Sales & Performance Enhancement (9th to 10th Months):

In this phase, the intent is to build and deploy capabilities for wide-scale dissemination of analytical insights into the business results of departments.

- (a) Product Penetration: Market Basket Analysis, Sales Volume Forecasting
- (b) Deliver appropriate offers to customers based on their past and current behavior patterns.
- (c) Data-driven credit offers to Customer
- (d) Event Detection / Event Based Marketing
- (e) Credit Scoring – Tagging customer credit worthiness etc.
- (f) Asset Quality Optimization
- (g) Product Pricing Analytics:
 - Dynamic pricing models
 - Product profitability"
- (h) Customer Retention Analytics: Churn Prediction
- (i) Service Differentiation - Enhancing Relationship Value
- (j) Process Optimization: TAT Reduction in customer service
- (k) Sales Target Setting & Budgeting models

49.5. Phase IV - Predictive Modelling and Advance Analytics (11th to 12th Month):

In this phase, the intent is to complete implementation of the predictive analytics along with more analytical insights

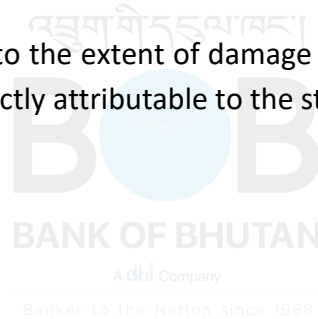
- (a) Customer inclination modelling
- (b) Customer Behavioural Analytics
- (c) Budget Forecasting & Target setting
- (d) Loans underwriting Fund Flow and Cash Flow Optimization: Forecasting source and application of funds/cash
- (e) Decision making based on business rules and analytics insights.
- (f) Design and track Campaigns for customer's based on various customer analytical parameters.
- (g) Customer Acquisition Scorecard - Prioritization

49.6. Bank may at its sole discretion decide to:

- (a) Review and alter the list of models during the course of the project.
- (b) Either include additional data categories/data fields for each model or exclude data categories/data fields already identified for each model in this bidding document.

50. Penalty & Uptime

- 50.1. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 50.2. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 50.3. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed-reasonable as Penalty / Liquidated Damage for non-performance.
- 50.4. Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 50.5. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder



51. Penalties & Service Level Agreement

- 51.1. Bank expects that the Bidder shall be bounded by the Service Levels described in this document. Bidder shall have to enter into “Service Levels Agreement” with Bank covering all terms and conditions of this tender while providing the service support and onsite/offsite support. Once go live of application, the services should be available on 365X24x7 basis and hence any technical problem should be resolved as per the response time Matrix given below.
- 51.2. Bidder is expected to respond and resolve issue within prescribed time frame based on the severity description decided by bank mentioned above and needs to strictly adhere to Service Level Agreement (SLA).
- 51.3. Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.00% and above per month.
- 51.4. The SLA will be reviewed on a monthly basis. Penalties will be applicable due to downtime of software application.
- 51.5. The bidder shall guarantee 99.00% uptime. The Bidder shall be liable for penalties for uptime maintained below 99.00% in a month. Penalties for downtime of the application will be as per below mentioned table:

#	Level of Uptime per Month	Penalty Charges
1	99.00% and above	No Penalty
2	98.00% and above but below 99.00%	2 % of total cost of monthly/Quarterly/Annually payout whichever is applicable
3	97% and above but below 98.00 %	5 % of total cost of monthly/Quarterly/Annually payout whichever is applicable
4	Below 97%	10 % of total cost of monthly/Quarterly/Annually payout whichever is applicable



- 51.6. Bank will impose penalty for every instance of service un-availability Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
- 51.7. Bidder needs to adhere to the below service level for all the call which will be logged by the bank for any issues faced by the users. Service management tool shall be provided by the bidder during contract period. Penalty of Nu. 5,000.00 shall be charged for every non-conformance with the service response and resolution time table as specified below:

Issue Classification	For all Period (Post 30 days of Go-Live)	
	Response Time	Resolution Time
Severity 1	30 mins	120 mins
Severity 2	120 mins	720 mins
Severity 3	720 mins	1440 mins

- 51.8. Penalties, if any shall be calculated for every quarter and recovered from the Annual Technical Support/AMC/.

- 51.9. For calculation of penalty during warranty period, ATS/AMC Cost will be considered which will be deducted from the payment being paid towards on-site/offsite support facility being availed during warranty period. Wherever applicable as stated above while effecting any payment, deduction towards the liquidated damage payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.

52. Preliminary Scrutiny

- 52.1. Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method.
- 52.2. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected.
- 52.3. Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer.
- 52.4. Bank reserves the right for such waivers and this shall be binding on all vendors.

53. Delivery and Installation

- 53.1. The selected bidder has to ensure the delivery, installation and implementation of the proposed solution to be completed within 12 months from the date of issuance of the Purchase Order.
- 53.2. The details implementation shall be as per the Phase Implementation Schedule mentioned in Section VII - SOW of the bid document.
- 53.3. The delay period of site readiness will not be included in above-mentioned delivery and installation period.

54. Due Diligence

- 54.1. The Bidder is expected to examine all instructions, forms, terms and specifications in this bidding document and study the bidding document carefully.
- 54.2. Bid shall be deemed to have been submitted after careful study and examination of this bid document with full understanding of its implications.
- 54.3. The Bid should be precise, complete and in the prescribed format as per the requirement of this bidding document.
- 54.4. Failure to furnish all information required in this bidding process or submission of a Bid not responsive to this bidding process in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Bank of Bhutan shall not be held responsible.

55. Bid Security Declaration

- 55.1 A Bidder is required to submit along with its Bid a Bid Securing Declaration.
- 55.2 The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if:
 - (a) the Bidder withdraws its Bid during the period of validity i.e. 90 days from the Bid due date; or
 - (b) the Bidder is awarded the Contract and fails to sign the Contract; or
 - (c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
 - (d) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - (e) the Bidder fails to submit the requisite documents as per the tender specification; or
 - (f) The Bidder violates any of the provisions of the terms and conditions of this tender

specification.

- (g) Bidder does not submit a NO deviation certification in the same format and language as mentioned in the bidding document.
- (h) Bidder does not provide requisite clarification as per the time mentioned in the clarification mail.
- (i) The Bid Securing Declaration shall be submitted as per the format at Annexure-IV.

56. Information Provided

- 56.1 The bid document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.
- 56.2 Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this bid document.

57. For Respondent Only

- 57.1 The RFP document is intended solely for the information to the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

58. Disclaimer

- 58.1 Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

59. No Legal Relationship

- 59.1 No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

60. Authorized Signatory

- 60.1 The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person

who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

- 60.2 The selected bidder shall indicate the authorized signatories who can discuss, sign, negotiate or correspond and any other required formalities with the bank, with regard to the obligations.
- 60.3 The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

61. Integrity Pact

61.1 The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b) Principal to treat all bidders with equity and reason
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence.
- f) Foreign bidders to disclose the name and address of agents and representatives in Bhutan and the Bhutanese bidder to disclose their foreign principals or associates.
- g) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

61.2 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as **Annexure – XIII** for strict compliance.

61.3 All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited along with the bid document during the submission of the bids.\

62. Response of the Bid:

- 62.1 The Bidder should comply all the terms and conditions of RFP.
- 62.2 The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- 62.3 Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue the RFP/Bid document.
- 62.4 Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders.
- 62.5 Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected.
- 62.6 Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

63. Contract Period

- 62.1 The selected bidder need to execute a Service Level Agreement (SLA) with Bank covering all terms and conditions of this bidding document.
- 62.2 SLA will cover performance and availability of the solution deployed.
- 62.3 The contract period will be for a period of five years (05) from the date of Issuance of Purchase order.
- 62.4 The performance of the selected bidder shall be reviewed every quarter.
- 62.5 Any offer falling short of the contract validity period is liable for rejection.

SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

ITB	Particulars
1.1	The Purchaser is: <i>Bank of Bhutan Ltd.</i>
8.2	<p>For Bid clarification purposes, the Purchaser's address is:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>BID CLARIFICATION</u> Cheten Dorji Procurement Manager Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext – 0023) Email: Cheten.dorji@bob.bt cc: dorji.wangchuk@bob.bt</p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p><u>TECHNICAL CLARIFICATION</u> Raju Tamang Head, Data Center Division Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext- 0125) Email: raju.tamang@bob.bt cc: dorji.wangchuk@bob.bt</p> </div>
8.3	<p>Bid Clarification request will be received on or before:</p> <p>Time : 4:30 (BST)</p> <p>Date : 28 March 2022</p>
8.5	<p>A pre-bid meeting <i>shall</i> take place at the following:</p> <p>Date and Time: 29 March 2022 at 9:30 AM (BST)</p>
11.1	The language of bid is: English

12.1(i)	The Bidder shall submit with its Bid the following additional documents: <i>[insert any additional documents not listed in ITB 12.1 that must be submitted with the bid] such as</i> a. Copies of valid Trade License b. Latest Tax Clearance Certificate
15.1	Alternative Bids shall not be permitted.
16.3	The Bidder shall quote prices using any of the following Incoterm: DDP
16.3 (a) (iii) & (b) (i, ii, iii)	The final destination is: Thimphu, Bhutan
16.5	Bids are being invited for packages
18.1	The prices quoted by the Bidder shall not be adjustable.
19.1	The Bidder shall quote in BTN
20.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.) is three years
21.1	Financial Capability The Bidder shall furnish documentary evidence that it meets the financial requirement(s):
21.2	Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
21.3(a)	Manufacturer's authorization <i>is</i> required.
21.3(b)	After sales maintenance, repair, spare parts stocking and related services <i>are</i> required. The bidders need to provide the List with the price.
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted: YES.
22.1	The Bid validity period shall be 90 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 and shall be valid up to 04 August 2022
24.1&25.1	In addition to the original Bid, the number of copies is: ONE COPY, if submitted in Hard copy and no copy required for password protected bid.
25.2(b)	For bid submission purposes only , the Purchaser's address is:

	<p><i>Hard Copy;</i> <i>Procurement Officer</i> <i>Corporate Services Department</i> <i>2nd Floor, Bank of Bhutan Limited</i> <i>Post Box No. 102</i></p>
25.8	<p>Bidders shall have the option of submitting their Bids electronically. If Bidders wishes to submit the bid electronically, then submit the password protected bid to following e-mails; <i>Mail id: cheten.dorji@bob.bt and dorji.wangchuk@bob.bt</i></p>
26.1	<p>The deadline for the submission of Bid is: 06 April 2022 at 2:30 PM (BST)</p>
29.1	<p>The Bid Opening shall take place at: Date: 06 April 2022 at 3:00 PM (BST)</p>
37.1	<p>Domestic Preference <i>shall not</i> apply.</p>
38.3	<p>Evaluation will be done in package</p>
38.3(e)	<p>The adjustments shall be determined using the following criteria: (a) Deviation in Delivery schedule: <i>No</i> <i>No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date may be treated as non-responsive.</i> (b) Deviation in payment schedule: <i>No</i></p>
38.6	<p>Bidders <i>shall not</i> be allowed to quote prices for more than one package.</p>
44.2 & 45.1	<p>The successful Bidder shall submit the performance security and sign the Contract within 15 days.</p>



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 case of Joint Venture/ Consortium (JV/C) legal name of each member: [insert JV/C]	
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]	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
<input type="checkbox"/>	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement
<input type="checkbox"/>	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
<input type="checkbox"/>	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
<input type="checkbox"/>	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 tender 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 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];**

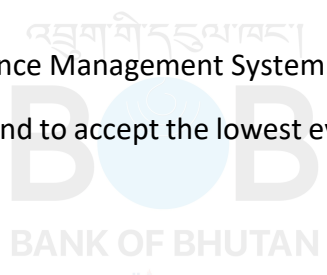
(e) Our Bid shall be valid for a period of **[insert number]** from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

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

(g) 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;

- (h) 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 - has 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 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 person whose name and capacity are shown]*

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

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

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

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

Place & Date:

SECTION IV: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 term “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 set forth 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 service.
- (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

3.5. 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.

3.6. 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 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.

3.7. Severability

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

3.8. 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 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 in to 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, 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 Bhutan.
- 8.2. The Contract with the Selected bidder shall be governed in accordance with the Laws of Kingdom of Bhutan for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Thimphu (with the exclusion of all other Courts).
- 8.3. The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 8.4. All the employees/operator deployed by the vendor for the digitization activity must comply with government’s rules and regulations of Bhutan. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages,

loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

- 8.5. The selected bidder confirms to Bank that it complies with all the laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 8.6. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder

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.
- (i) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- (ii) The matter will be referred for negotiation between the authorized official of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- 9.2. In case any dispute between the Parties, does not resolve through negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Thimphu and conducted in accordance with the Law of the Kingdom of Bhutan or any statutory modification or re- enactment thereof Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- 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.
- 9.4. The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 9.5. The arbitrators shall hold their sittings at Thimphu. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Thimphu alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts outside Thimphu may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 9.6. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- 9.7. All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Kingdom of Bhutan and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.
- 9.8. Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Thimphu, Bhutan.

10. Eligibility

- 10.1. The Supplier and its sub-contractors shall have the nationality of an eligible country. A Supplier and its sub-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 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 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.

15.5. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

15.6. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

15.7. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-

receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

- 15.8. Bidder shall co-operate fully in the defense of any claim/s by any authorities against the Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, provide all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- 15.9. The payments which is/are inclusive of the taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

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.
- 16.5. The vendor, within 10 days from the date of LOI (letter of Intent)/ Provisional Purchase Order will have to furnish a Performance Bank Guarantee, format as per Annexure-VI of the RFP, issued by any scheduled commercial bank equivalent to 10% of the total cost of the Project (TCO)/Order value valid for 5 years additional claim period from the date of purchase order. However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately

beyond the acceptable levels, the Bank reserves the right to forfeit the same after giving 30 (Thirty) days' prior notice in writing.

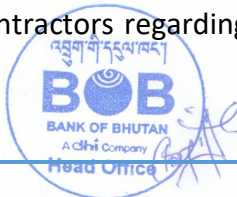
- 16.6. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfil any and all conditions specified in the document or is unable to complete the project within the stipulated time after giving 30 (Thirty) days prior notice in writing. This is independent of the LD (Liquidity Damage) on Delivery and installation.
- 16.7. In case the contract is getting extended, the selected bidder shall submit an unconditional Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.
- 16.8. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.
- 16.9. Post submission of Bank guarantee, Successful bidder need to sign the contract and submit the same to Bank along with Deed of Indemnity, Nondisclosure agreement duly stamped, after which Bank shall issue Purchase order.

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.and18.1above, however, shall not apply to information that:
- (a) the Purchaser or the Supplier needs to share with the RGoB;
 - (b) is already in 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 GCC18shall 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 GCC18shall survive completion or termination, for whatever reason, of the Contract.
- 18.6. The bidding document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
- 18.7. The Recipient will not disclose or discuss the contents of the bidding document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.
- 18.8. The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- (a) To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- (b) To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (c) To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- (d) To treat all Information as Confidential Information.
- (e) The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.
- (f) The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- (g) **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- (h) **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.**

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, 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 GCC4and 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 **Section VI - Scope of Work**.

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 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 at 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 to 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 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 travelling 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 a 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 points in transit.

- 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 in 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.
- 28.6. Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project. All hardware and software must be supplied with their original and complete printed documentation

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.
- 29.2. **Notwithstanding Bank's right to cancel the order, liquidated damages at 0.01% (0.01 percent) of the pending phases will be charged for day delay in the specified implementation schedule subject to a maximum of 10% of the total cost of ownership.** Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per month basis. If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this bidding document, the Bank shall be entitled to charge penalty/ liquidated damages @ 0.01% of the monthly bill, per week or part thereof.
- 29.3. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

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 this 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.
- 30.2. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- 30.3. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- 30.4. The limitations set forth in point no. 11.1 shall not apply with respect to any third party claims mentioned below:
- (a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - (b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - (c) damages occasioned by Service Provider for breach of confidentiality obligations.
 - (d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.



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 in 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 GCC 7 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.
- 34.5. Notwithstanding to the clause 36.4, Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).

35. Extension of Time

- 35.1. If at any time during 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 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 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 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 to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

37.4 Bank reserves the right to cancel the work/purchase order or terminate the contract by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b. The selected bidder goes into liquidation, voluntarily or otherwise.
- c. The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- d. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e. The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g. In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, Bank reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if the

contract is cancelled for any reason, whatsoever.

- i. Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

38. Consequences of Termination

- 38.1. In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.
- 38.2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. However, the transition period will not be extended beyond 6 months from the date of start of transition.
- 38.3. Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- 38.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

39. Assignment & Completeness of the Project

- 39.1. 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.

39.2. The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section “Scope of Work” of this document are not achieved.

40. Services

40.1. All professional services necessary to successfully implement the proposed solution will be part of the bidding process. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

40.2. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.

40.3. Bidder should ensure that vendor’s key personnel with relevant skills are always available to the Bank.

40.4. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

40.5. Bidder should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.

40.6. For every change request Vendor should provide detail effort estimates to the Bank including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.

40.7. Bidder should provide and implement patches / upgrades / Software / OS / Tools/ Middleware etc. as and when release by the Vendor/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.

40.8. Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.

40.9. Bidder has to support older versions of the software / OS/ Tools / Middleware etc. In case the Bank chooses not to upgrade to latest version.

40.10. Bidder should provide maintenance support for Software / Operating System/ Tools / Middleware over the period of contract.

40.11. All products updates, upgrades & patches should be provided by the Bidder/Vendor free of cost during support period.

40.12. Bidder should provide legally valid software solution. The detail information on license count and type of licenses should also be provided to the Bank.

41. Publicity

- 41.1. Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

42. Privacy and Security Safeguards

- 42.1. The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

43. Blacklisting and Disqualification

- 43.1. Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/ or any other Regulatory/Statutory Authority in the region as on date of the publication of this Tender/Procurement;
 - ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/ or any other Regulatory/Statutory Authority in the region has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
 - iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank/Financial Institution/ or any other Regulatory/Statutory Authority in the region, during the last five years, for breach of any terms and conditions.
- 43.2. Further disqualification can be imposed by the Bank in accordance with the procedures established, either at the stage of Competitive Bidding or at the stage of implementation of the Contract. Commission of any act of which may include but not limited to the following grounds:
- (i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

- (ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- (iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- (iv) breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof;
- (v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/ or any other Regulatory/Statutory Authority in the region or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- (vi) refusal or failure to furnish the required performance security within the prescribed time frame;
- (vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven(7) calendar days from receipt of the request for clarification if sought by the Bank;
- (viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- (ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- (x) failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;
- (xi) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

- (xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- (xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- (xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- (xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

43.3. Any parameters described, attributable to any Partner/PMO resource shall be construed as disqualification for the Firm/Company, as the case may be.

43.4. The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.

44. Non-disclosure

44.1. By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- (a) That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- (b) That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful

bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

(c) That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

(d) That the bidder will strictly maintain the secrecy of Bank's data.

45. Compliance with Laws

45.1. The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all the laws and rules and regulations in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

45.2. Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/ Legislations pertaining all the its officers/ staff/ personnel/ representatives/ agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to Rules/ Regulations/ Guidelines issued by the Government/ Royal Monetary Authority of Bhutan or any other Authority, as applicable.

45.3. The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur reasonable or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a time to the selected Bidder.

45.4. This indemnification is only a remedy for the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the damages awarded by the Court and shall exclude any

indirect, consequential and incidental damages. However the indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.

46. Signing of Contract

- 46.1. The selected bidder(s) shall be required to enter into a service level agreement (SLA) with the Bank, within 10 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.
- 46.2. The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.
- 46.3. The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

47. Single Point of Contact

- 47.1. The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

48. Price Validity

- 48.1. The selected bidder will be required to keep the price valid for a period of 90 days from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the total contract period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 90 days.

49. Order Cancellation

- 49.1. The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of the thirty days' notice period before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:
- 49.2. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order /SLA.

- 49.3. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 49.4. The bidder goes into liquidation voluntarily or otherwise.
- 49.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- 49.6. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- 49.7. Non-compliance of the scope of the job.
- 49.8. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- 49.9. On the events of data piracy / privacy / system failures / security failures.
- 49.10. If deductions on account of liquidated damages exceed more than 10% of the total order price.
- 49.11. In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:
 - a. In case the selected bidder fails to deliver the ordered hardware, software, services and resources as stipulated in the delivery schedule, the Bank reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder at the original quoted cost for such deliverable as per commercial bid.
 - b. If the bidder does not perform satisfactorily or delays execution of order, the Bank reserves the right to get the balance order executed by another party of its choice by giving **30 days'** notice for the same. In this event the bidder is bound to make good **with the original quoted cost for such deliverable as per commercial bid**, which the Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
 - c. Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
 - d. In case of cancellation of order, any advance payments (**except payment against ATS**) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to return the amount to the Bank with interest as applicable to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
 - e. Vendor should be liable under this section if the contract/ purchase order has been

- cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- 49.12. **In case of order cancellation Bank will notify the selected bidder with 90 days “ notice period inclusive of 30 days’ notice period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of the 30 days’ notice period.**

50. Exit Option and Contract Re-Negotiation

- 50.1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
- i. Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 10 days of receipt of provisional purchase order
 - ii. Delay in offering;
 - iii. Delay in commissioning project beyond the specified period;
 - iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
 - v. Serious discrepancy in project noticed during the testing;
 - vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
 - vii. Serious discrepancy in completion of project.
 - viii. Serious discrepancy in maintenance of project.
- 50.2. Bank shall notify the selected bidder with 90 days’ notice period inclusive of 30 days’ notice period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of notice period of 30 days.
- 50.3. **In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.**
- 50.4. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- 50.5. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder’s offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.
- 50.6. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

- 50.7. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
- 50.8. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 50.9. The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 50.10. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

SECTION V SPECIAL CONDITIONS OF CONTRACT

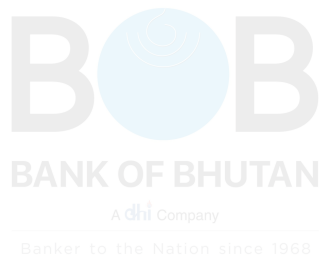
The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the *[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

Reference to the GCC is made as under:

1.1 (xviii)	Final Destination(s) is: Thimphu, Bhutan
1.1 (xvix)	The Purchaser is: Bank of Bhutan Limited
3.6 (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: DDP
3.6(b)	The term EXW, CIF, DIP, DDP and other similar terms shall be as per the version of Incoterms: 2021

5.1	The language shall be: English
7.1	<p>For notices, the addresses shall be:</p> <p><u>BID CLARIFICATION</u> Cheten Dorji Procurement Manager Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext – 0023) Email: cheten.dorji@bob.bt and dorji.wangchuk@bob.bt</p> <p><u>TECHNICAL CLARIFICATION</u> Raju Tamang Head, Data Center Division Bank of Bhutan Limited, Thimphu Corporate Office P.O Box No. 102, Thimphu Bhutan. PABX: +975- 02-334333 (Ext- 0125) Email: raju.tamang@bob.bt cc: dorji.wangchuk@bob.bt</p>
9	<p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p><i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 9.2 in the Bidding Documents.</i></p> <p><i>“Clause 9.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 9.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i></p> <p>(a) Contract with a foreign Supplier:</p> <p><i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the</i></p>

<p><i>Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
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If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 9.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 9.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 9.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 9.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

(b) Contract with a Bhutanese Supplier:

In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with Alternative Dispute Resolution Act of Bhutan 2013.



13.2

The prices charged for the Goods supplied and the related Services performed..... [insert "shall" or "shall not," as appropriate] be adjustable.

If prices are adjustable, the following method shall be used to calculate the price adjustment

$$P1 = P0 [a + \frac{bL1}{M0} + \frac{cM1}{M0}] - P0$$

a+b+c= 1 in which

P1= adjustment amount payable to the Supplier.

P0= Contract Price (base price).

a= fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).

b= estimated percentage of labor component in the Contract Price.

c= estimated percentage of material component in the Contract Price.

L0, L1= labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = [insert value of coefficient] b = [insert value of coefficient]

c = [insert value of coefficient]

The Bidder shall indicate the source of the indices and the base date indices in its bid. Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:



	<p>(a) <i>No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.</i></p> <p>(b) <i>If the currency in which the Contract Price PO is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.</i></p> <p>(c) <i>No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.</i></p>
14.1	Payment shall be as per ITB clause 46
16.1	The amount of the Performance Security shall be: 10% of the total contract value
16.3	<p>The types of acceptable Performance Securities are:</p> <p>(i) <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</i></p> <p>(ii) <i>Cash warrant, or</i></p> <p>(iii) <i>Demand Draft</i></p> <p>(iv) <i>Cash Deposit</i></p>
20.1	<p>If applicable/required, details of Shipping and other Documents to be furnished by the Supplier such as a negotiable bill of lading, a non- negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
22.2	Subcontracting shall be not allowed
25.1.1	The inspections and tests shall be carrying out if required.

25.2	Inspections and tests shall be conducted at any place based on the purchaser convenient.
26.2	The packing, marking and documentation within and outside the packages shall be properly marked and sealed.
27.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
28.3	The period of validity of the Warranty shall be: Three years
28.4 & 28.5	The period for repair or replacement shall be: 30 days.
29.1	The applicable rate for liquidated damages for delay shall be: 0.1 % per day on total value. The maximum amount of liquidated damages shall be: 10 % of the total value.
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”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



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 Purchaser hereby covenant to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such others sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to 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 to be presented to us before the expiry of the Guarantee.

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

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.

SECTION VII: SCOPE OF WORK (SOW)

1. Broad Scope of Work

The objective of this exercise is to identify and engage a the selected bidder for the Bank towards Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution, on a Total Cost of Ownership (TCO), over a 5-year basis. This Project would be henceforth referred to, as Central Data Repository (CDR) Project in Bank of Bhutan.

The selected bidder will implement the analytics models, as required by the Bank, at Bank of Bhutan, by going through a detailed step-by-step process of analytics implementation. These include detailed Requirements gathering, Technical Design, data extraction, data preparation, data quality, model development, model validation, model testing, model deployment, model recalibration, go-live and information delivery to the Target Users. The selected bidder is also required to build various analytical models and provide requisite training, documentation and support to the bank. The selected bidder has to provide the Perpetual Enterprise Software License of the proposed Advanced Data Analytics Solution to the Bank and also train the Bank's Team.

1.1 Requirements Gathering

The selected bidder needs to interact with the Bank's business teams, gather and finalize the Functional Requirements for each of the business functions and models, identified for each phase of the Implementation Roadmap.

High-level expectations:

- Formulate analytical problems and hypotheses, based on business and process insights.
- Incorporate global best practices, while defining requirements.
- Document various business processes to identify key steps where analytics could be embedded.
- Perform detailed systems analysis and undertake data discovery and prepare Data Requirements Document.
- Administration and maintenance, for the end-to-end data analytics solution.
- During Requirement gathering phase, the system should be configured mostly on parametrization in such a way that the changing scenario of the Bank, for addition/ deletion/ Modification can be handled in future, without changes in the Application code.

1.2 Data Detection, Extraction, Preparation and Loading

Selected bidder should carry out the below processes, during ETL/ELT, but not limited to the following:

- Consolidation of requisite data, from various source systems.
- Ensure data consistency.

- Format standardization.
- Development of reporting and analytical Marts, for various banking segments, as identified by the Bank, by integrating and cross-relating identified sources, for supporting analytical and statistical model implementation.
- Extraction of data from various source systems (Transform data on batch or T-1)
 - Core Banking Solution(CBS) -TCS BaNCS ,
 - Treasury,
 - Internet Banking
 - Mobile & Wallet Application,
 - ATM Switch,
 - Loan Origination System (LOS),
 - ERP/HRMIS/Learning Management System (LOS),
 - Biometric,
 - Contact Center,
 - Assets and Liability Management (ALM)
 - Fund Transfer pricing (FTP)
 - Kalypto IFRS
 - RISK
 - Anti-Money Laundering (AML)
 - Plus, approximately ten additional interfaces (that might be identified/come in future).
- Connect to leading databases, identify, profile and validate reference data, from source system, as mentioned below, but not limited to the following:
 - Oracle,
 - MS Sql,
 - My Sql,
 - Postgres
 - Mongo DB
- Capability to work with big data and unstructured data sources, viz. social media, contact center data, etc. However, the big data solution should not be proposed by the bidder as part of the current scope.
- Provide interfaces for managing and monitoring ETL/ELT activities. Auto Discover ETL/ELT failures, redundant data analysis, identify data integrity and quality issues.
- Discover patterns within data, structure discoveries, frequency distribution.
- Data profiling, prepare data flow design, data mapping routines, metadata, etc.
- Audit trails / Data change management – Maintain and manage history. Complete audit trail should be available (who has accessed - what, when, from where, etc.).

1.2.1 Data Quality and Master Data Management

The Bidder should focus on the below aspects of data:

- Completeness
- Consistency
- Timeliness
- Accuracy

The Bidder shall propose a solution which is capable of –

Data Profiling - Provide profiling capabilities for various data sources, within built pattern frequency analysis, primary key/foreign key relationship analysis, gender analysis, etc., to just name a few features.

Data Enrichment - Updating of data, by completing data available from various source systems, to achieve standardization of data, across the bank. The solution to have Bhutan-specific libraries and knowledge base, preferably. Bidder needs to provide the utility/ input screens, for doing the data enrichment.

Control and Monitor – to include rules that are applied to both raw and corrected data to monitor quality issues, which may arise from time to time. It also will help in publishing metrics on data quality.

1.2.2 Data Engines

Data Mart/ Repository (ODS) must deliver strategic and operational analytics, throughout the organization, so that users can access a single source of consistent, centralized, integrated data. Support of multi-dimensional analytic engine, Data cubes feature, which deliver sophisticated calculations using simple query.

The Central Data Repository shall be a single version of truth. It should store granular level of data and the summarized data as well. Bidder shall propose the data engines as below:

a. Data Repository:

Data Repository design constitutes the fundamental solution, for integrating and cleansing heterogeneous data sources, across multiple subject areas so that data is consistent, easily reused and guaranteed, to meet requirements across the enterprise. Data Repository must deliver strategic and operational analytics throughout the organization, so that users can access a single source of consistent, centralized, integrated data. Data Mart should act as a central repository, which will be a single version of truth. It should store granular level of data and the summarized data. The central data repository should be capable of processing large amounts of data. Data model should be adaptable, considering, future modifications.

b. Big Data:



Big Data would be used for capturing, storing, archiving and refining semi- structured and unstructured data. This is a data engine, to store semi-structured and unstructured data and apply analytical capabilities on that data. As of now, bank is not looking for the Big data solution as part of this scope; but the proposed solution should be capable to integrate with Big data solution, which may be procured in future, by the bank.

c. ODS (Operational Data Store):

Operational data store accumulates the data that are needed for operational reporting. The proposed solution should have the ability to store most recent, granular and integrated data from various data sources. The data from various data sources can be sourced, integrated on T-1 frequency. ODS should be the single source of Data, for all the downstream tools / applications.

d. Virtual Query Layer:

Bidder shall propose a virtual query layer, with the ability to execute a query that can dip in and push down processing into multiple engines. This virtual query layer should be able to give a single access layer, to access data from multiple data engines, in a single request. This virtual layer should use push down approach to minimize the data movement between multiple data engines.

e. In-Memory analytics layer:

Bidder shall propose in-memory analytics for business intelligence workloads, for faster advanced analytics and exploration capabilities on EDW/Data Repository and big data datasets. In-Memory should work on principle of loading and distributing all data involved in a particular analytic dataset, into the available (combined) RAM of multiple servers in a cluster, thereby providing complete end-to-end processing of that data directly from RAM, minimizing IO latencies & enabling analytic jobs in parallel, directly against data in memory.

f. Augmented Artificial Intelligence (AI) and Machine Learning (ML)

The proposed Solution shall incorporate augmented artificial intelligence (AI) analytics capabilities to quickly surface key insights in the datasets, data enrichment features that automatically recommend new elements for analysis along with machine learning (ML) capabilities.

1.3 Metadata

The bidder shall provide metadata of the solution across divisions and also provide the data discovery / self service capability, using only the Meta data to locate different objects:

1.3.1 Process Metadata

The proposed tool should allow monitoring and managing the availability and overall health of the servers and services in its environment. A variety of metric data, in both numeric and graphic format, detailed information about the operation of each resource, should be made available. (For example, one can view the number of clients for each resource, as well as data about CPU and memory usage). The selected bidder may utilize performance metric from all the tools and publish dashboard/ report or populate it on web portal.

1.3.2 Technical Metadata

The proposed tool should store metadata of all entities and attributes, within its ecosystem and should be able to perform impact analysis/ reverse impact analysis of any data element (within the ecosystem), right from ingestion of data till its usage. The proposed tool should provide metadata around data type, source of data and other profiling metrics.

1.3.3 Lineage metadata

The proposed tool shall allow viewing the data lineage and support visualizing the relationships between objects within its ecosystem. Users should be able to see lineage of most important KPIs. (Example: data source, last modified, relationships, etc.)

1.4 Model Building, comparison & prediction

1.4.1 Selection of probable models, to verify model assumptions and selection of estimation methods.

1.4.2 Build analytical models on training data.

1.4.3 Develop information delivery framework leveraging analytical reports, dashboards, and alerts.

1.4.4 Variable selection, derivation and validation.

1.4.5 The proposed solution should provide the mechanism to evaluate the ability of a model, to generate accurate prediction.

1.4.6 The proposed solution should enable to perform various comparisons between predicted values and actual values for one or more model nuggets.

1.4.7 The propose solution should be able to monitor models in production environment, for accuracy, etc.

1.5 Development & Implementation

1.5.1 The implementation of the CDR project at the Bank is envisaged to occur in various phases. There are 4 Phases in the implementation and it should adhere to timelines as specified below:

Phase	#	Activity List	Outcome	Time Line
Phase I Study & Design Phase	1	Business requirements Study Source system study and data mapping to target system.	It is expected to start implementing the hardware and finalize the High level Design (HLD) and Low Level Design (LLD). Also Bank expects the bidder to at-least develop one use case.	0 to 3 rd Month
	2	Source System Study and Design of the extraction and loading (ETL or ELT) process		
	3	Submission of Business Requirements Document		
	4	Submit the HLD and LLD for Bank's review and sign off		

Phase	#	Activity List	Outcome	Time Line
	5	Supply of the Hardware at DC and DR		
	6	Power on all hardware		
	7	Do all the OS, DB and other peripheral software installation and sign off from bank		
	8	Executive Dashboard Release 1 (limited to CASA and Deposits) - Customer Segmentation		
Phase II Design and Development Phase of CDR and Customer Specific Analytics	9	Complete the ETL/ELT development (Data extraction, Data Quality, Data enrichment where required) across all source systems identified in the scope	It is expected to complete the implementation of Customer Insights along with the standard reports of the Bank identified by the Bank.	4 to 8 th Month
	10	Test run for Data Acquisition, testing, verification & and sign-off by Bank		
	11	Design & Development of Customer Specific data marts		
	12	Provide 360 degree view of customers across all touch points and channel management based on demography, profile, product portfolio, LTV etc.		
	13	Spend Analytics (for cards business)		
	14	Customer Profitability		
	15	Cross Sell Analytics: Improving product cross-holding ratio		
	16	Cross-sell/up-sell based on customer purchasing behavior.		
	17	Customer Life Time Value and Customer Loyalty.		
	18	Branch performance and Profitability analytics		
	19	Report development of existing reports being used by Bank		
	20	Channel Performance & Profitability, Channel Planning & Optimization.		
	21	Executive Dashboards - Release 2 (Customer Analytics and Branch Performance)		

Phase	#	Activity List	Outcome	Time Line
Phase III Sales & Performance Enhancement	22	Product Penetration: Market Basket Analysis, Sales Volume Forecasting	It is intended to build and deploy capabilities for wide-scale dissemination of analytical insights into the business results of departments	9 th to 10 th Month
	23	Deliver appropriate offers to customers based on their past and current behavior patterns.		
	24	Data-driven credit offers to Customer		
	25	Event Detection / Event Based Marketing		
	26	Credit Scoring – Tagging customer credit worthiness etc.		
	27	Asset Quality Optimization		
	28	Product Pricing Analytics: - Dynamic pricing models - Product profitability		
	29	Customer Retention Analytics: Churn Prediction		
	30	Service Differentiation - Enhancing Relationship Value		
	31	Process Optimization: TAT Reduction in customer service		
	32	Sales Target Setting & Budgeting models		
	Phase IV Predictive Modelling and Advance Analytics	33		
34		Customer Behavioral Analytics		
35		Budget Forecasting & Target setting		
36		Loans underwriting Fund Flow and Cash Flow Optimization: Forecasting source and application of funds/cash		
37		Decision making based on business rules and analytics insights.		
38		Design and track Campaigns for customer's based on various customer analytical parameters.		



Phase	#	Activity List	Outcome	Time Line
	39	Customer Acquisition Scorecard - Prioritization		

Note: Bank may provide the Hardware & storage (if available) for the development and limited testing environment immediately on the commencement of the Project. This will be however based on the hardware requirement of the bidder's proposed solution.

1.5.2 Document on implementation approach and methodology to be submitted, with technical bid and to be explained during Demo and presentation, as specified in the evaluation criteria of the bidding document.

1.6 Business Requirements

1.6.1 The bidder must carry out in-depth study of all business requirements, design and implement an ideal solution considering, all the business requirements.

1.6.2 The solution should be adaptive and responsive to requirements which may arise in future.

1.6.3 The bidder's proposed solution must comply with the functional and technical requirements mentioned in bidding document. The business requirements have been covered in the sections below, but not limited to the list mentioned.

1.7 Analytical Customer Relationship Management

Based on the Customer analytics and segmentation analysis, the proposed Solution should provide the next best offer which the customers are most likely to take up. The proposed Solution should also provide detailed information on the channel usage – which, when and where of the customers use of the channels, frequency of use by channel, by product, by value, whether a customer prefers certain channels over others, which channels provide the most value to the customer, what are the channel costs and profitability, etc. Users can leverage this information, while planning changes in the existing channel structure, introducing new channels and plan migrating customers to the low-cost channels. Analytical Customer Relationship Management layer should be capable of:

- a) Performing Customer Segmentation & Profiling.
- b) Integration with Analytics Platform, Marketing Performance Tracking, Feedback Analysis, turnaround time (TAT) driven request processing, Marketing return of investment (ROI) Analysis, Roles for user access, etc.
- c) Should be able to analyze almost all types of data, including customer's historical information.

1.7.1 Customer Profitability



Customer profitability is a key metric which would consider products bought/subscribed by the customer, channel used by the customer and the volume of business in each product. The Bidder needs to build dashboards, to analyse profitability from different viewpoints.

The bank should be able to gain insights and information on each customer, for accordingly cross selling/up selling and offering services as per the existing data available with bank. The bank can also influence channel usage as best suited to a customer, which would be more profitable for the bank as well. Relationship marketing strategy should be designed for customers to maximize customer profitability. Bank should also be able to identify unprofitable customers using this model. The findings would also include cost and income drivers, which would be used to calculate profitability.

1.7.2 360-Degree View of the Customer:

The bank intends to become customer-focused, by having a 360-degree view of its customers. It will capture and present all the information related to a customer at a single place. It would include profile of the customer and metrics on the transactions done by the customer, in addition to the products bought by the customer and other information.

Few of the steps to consider arriving at 360-degree view of the customer but not limited to:

- a) Removing customer duplicates which may exist in the system. These duplicates may arise due to a single customer holding multiple accounts. Duplicates need to be identified by matching the customer information across the database and finding the customer. (All the duplicates need to be removed so that all the customers can be viewed through their single and unique customer ID).
- b) Duplicates which currently exist across multiple systems need to be removed. These duplicates may be due to multiple CIF's owned by the customer in the CBS system. These duplicates need to be removed and grouped, so that all customer information can be viewed at a single place. It would help in further cross selling/up selling of products to the customer. An extension to customer de-duplication activity would be, customer house holding, using the same solution, which shall assist in cross-sell/up-sell.

1.7.3 Campaign Management

The proposed solution should be used for improving various marketing campaigns launched by the bank. Campaign analytics should indicate the best product to be sold to an existing customer based on his profile, behaviour and transactions. Also, analytics should point out the channel which should be used, to reach the customer, along with the preferred timing, as per the data available with bank. Bank can leverage such information to execute marketing campaigns effectively, to increase efficiency of marketing campaigns. The bank can also migrate customers to a low-cost channel, based on the information provided, to increase customer profitability. Bank can also introduce low cost channels, based on the information generated by the solution, in the form of report.

1.7.4 Customer Churn or Retention Analysis

Scoring models need to be developed, to identify customers who may leave the bank and the reasons leading to customer churn, to enable the bank to initiate a dialogue and prevent the customers from leaving the bank. This analysis would also help the bank in gaining insights into processes/products that are not going well with the customer. It would help in retaining customers and increase lifetime value of customers.

1.7.5 Cross Sell & Up Sell based on Data-driven credit offers to Customer

Creation of single view of customer and customer analysis should be used by the Bidder to create applications, for assisting bank for cross selling and up selling to a customer. Based on customer information, the bank should be able to identify valued product which could be purchased by an existing customer. The application should also be capable of pointing the best suited timing to approach a customer and preferred mode/channel. It may be based on past behavior and transactions of the customer. On the basis of historic /trend analysis, solution should provide segment-wise various need- based offerings to the customers.

As example

- a) Approved personal loan
- b) Home Loan eligible/disbursed
- c) Home Loan (additional)
- d) Personal loans
- e) Bank's other recommended offerings
- f) The above offers may be extended to
- g) Quantum of limit to send to the specific segment of customers.
- h) Preferred time of the day/ week / month, for sending the offers.
- i) Preferred channel for sending the offer to customer.

1.7.6 Risk Analytics

Bank often faces high risk of credit repayment defaults by its customers. Decision makers try to reduce this risk by creating and analyzing a 360-degree view of customers. The proposed tool should enable Bank to facilitate the following but not limited to:

- a) Get detailed insight into all kinds of products like loan, casa, deposits and so on in the same dashboard.
- b) View current balance of all products by segments, to know which product entails high risk, based on volumes and make necessary arrangements.
- c) Take prophylactic measures by analyzing and comparing counter-party exposure limit by agreed upon limit. Analyze every counter party in details by knowing their exposure limit, whether the limit has been breached or not.
- d) Check risk level based on colored indicators that represent customer portfolio risk, as per pre-defined market standards.
- e) Compare trend across product segments and define top and bottom customers, to gauge

default possibility.

- f) Compare counter party credit risk variance as per week, month and year to see the changes in the capital involved and avoid unnecessary defaults. (This kind of analytic platform helps Bank, to mitigate the underlying risk and adhere to regulatory compliance and maintain transparency).

1.8 Credit Monitoring Analytics

The proposed tool should enable Bank to monitor the following but not limited to:

- a) Management can view current status of loans by selecting various business categories (eg: Retail and Corporate) and sectors (eg: Agriculture, Service, Manufacturing etc.) along with various limit buckets (e.g. below One Million, up to Ten Million, above One Hundred Million, etc.).
- b) Daily sanctioned/disbursement, outstanding, top borrowers.
- c) Monitoring the quality of loans in terms of pending review/renewal, stock statements, NPA etc.
- d) Monitoring the performance of recovery of the bad loans. (This enables the Bank to make accurate disbursement decisions, monitoring credit portfolio).

1.9 Executive Dashboard

The proposed tool should enable Bank to facilitate the following but not limited to:

- a) Comprehensive dashboard shall be provided to the Top executives.
- b) Get a 360-degree view, quick and accurate insights on key performance indicators (KPI), to take informed decisions and avoid surprises.
- c) Compare current year achievements against previous years. Track the negative and positive growth, understand the improvement in performance and identify factors affecting these variances.
- d) Analyse sales performance of various product lines such as Loans, Savings Accounts, Current accounts, ADC products and ancillary business etc. Track factors affecting products and compare sales against budget.
- e) Trend analysis, based on transaction details.
- f) The dashboard might require modification/additions, from time to time as per requirement (End Users should have the flexibility to change the dashboard view, based on their requirement/preference).

1.10 Predictive Modelling /Data Mining

Predictive modelling will be based on availability of granular level of data on which predictive models can be built. It will help to predict future likely NPAs, cross sell, up sell, prospect customers and other business parameters which may assist the bank. The Bidder is responsible for providing predictive modelling and accurate output, for a variety of parameters based on the

existing data available at the bank. (The list and processes will be explained to the bank team, to get an approval on the process flow). Predictive modelling will assist in scoring each customer and then predicting future behaviour of a given customer. Bidder should propose the analytical modelling technology such that it should be capable of leveraging the computation power of the database/appliance platform and run scoring models within, when required.

Data mining will be used to access data which would help management to gain business insights. The extracted data needs to be visualized with visual and graphical tools. These insights would be related to product, customers and all other banking data).

1.11 Validate & Deploy

1.11.1 Testing & QA

- a) Validate model and check goodness of fit (Receiver operating characteristic Curves, Lift Curves) based on defined framework
- b) Test other aspects (Unit Testing, System Integration Testing, UAT, Post-Deployment testing, QA testing).
- c) Document validation and testing criteria and steps which include providing statistical insights of analysis results

1.11.2 Modification/ Recalibration

- a) Fix bugs found, during testing
- b) Modify solution, based on user feedback
- c) Subsequent testing of revised solutions

1.11.3 Operationalize

- a) Training is to be extended to the Banks Analytics Team and End-Users (both classroom and hands-on mode)
- b) Preparation & submission of soft copies of training material and end-user manuals. (Sessions must cover Analytical modelling, Statistical modelling, Designing Reports etc.)

1.11.4 Reporting Requirements

- The bidder has to develop reports (ad-hoc, analytical, tabular, dashboards, and alerts) as an information delivery mechanism to the business users. (Results generated to be made available to the users, based on their roles and needs).
- The layout and format of the reports should be in a form consumable by the information consumers and as approved by the Bank. The users should also be able to do basic activities such as sorting, filtering, slicing & dicing, drill down and roll up.
- Data visualizations for the dashboards should be interactive, with the support ranges of graphical representation e.g. Bar, Pie, line charts etc. capability of geospatial mapping, trend analysis for pixel perfect reporting.
- Interface should be provided and proper training has to be given to the Bank team, so that

Bank users can prepare customize reports, as and when required.

- Facility should be provided to build quick data capture form, for capturing data from various levels. Maker-checker concept is to be implemented in every entry screen.
- Banking hierarchy (Head Office level, Branch Level, user level, etc.) should be maintained in all types of Reporting and Dashboard, as required.
- The selected bidder is expected to build various types of reports, including, but not limited to the following:

a. Ad-hoc Reports:

Users will be able to perform ad-hoc analysis represented through customized ad- hoc reports for decision making by Top management. These are users who have business knowledge and technical knowhow. The proposed Solution is also expected to perform ad-hoc analysis

b. Analytical Dashboards:

Dashboards will be built, based on the business requirement. These will be essentially targeted towards Top management. There should also be functionality to drill down on a metric (to a separate dashboard or to a separate report), to analyse the cause of a particular event/trend. (This transition between dashboard layers should be smooth). The data for the dashboards maybe refreshed automatically/ on-demand. Solution should provide various visualization options including heat maps, based on multiple parameters as required by bank customized to zone (geo polling), state, district wise etc.

c. Alerts:

Alerts must be generated at specific events, based on business requirements, including but not limited to, turn-around time breach alert, ideal/non-allocated lead alerts, Sales target alerts, risk benchmark breaches, exposure breaches, fraud alerts etc. Such alerts would be consumed across multiple levels and teams, basis business needs.

The reports/dashboards should have standard options, including but not limited to, export to Word/Excel, HTML, XML, CSV, PDF etc., printing options, email, SMS options etc.

d. Expectations on reports:

- The selected bidder needs to create 200 Reports including dashboard, which are further divided as below:
 - ✓ Simple Report: 50%
 - ✓ Medium Report: 30%
 - ✓ Complex Report: 20%



Simple Report	Report with up to 5 tables join, with Primary Index select condition, on a base of 10 million records with 5,000 records in the query result.
Medium Report	Report from joining 6 to 10 tables on primary or foreign key, fetching around 10,000 records, including grouping or sorting on given condition, from 10 million plus records.
Complex Report	Report from joining more than 10 tables, on composite key, fetching any number of 100,000 records, including grouping or sorting, formula calculation, aggregation etc., for report displaying on a given condition from 10 million plus records.

1.12 Data Archival Solution

The bidder should go through the technical specifications for data archival, as mentioned in the bidding document.

- a. Data archival should ensure no loss of bank data
- b. The data store should store at least 36 months' data. Data older than 36 months should be archived. There should be capabilities and connectors to off-load data to archival Stores and/or other storage proposed by the bidder, in the future
- c. The solution should be able to archive huge level of data
- d. Archival solution should be easily able to integrate with proposed CDR solution
- e. A solution to query historic data should be implemented
- f. Should support tracking and analytics for reporting purpose
- g. Ability to process historical data or information
- h. Ability to publish archived dashboards, reports and scorecards
- i. Ability to restore archive data, using queries
- j. Data should be stored in online and offline or archived location, for analytics use

Data retention & Archival	Remarks	Online		Archival Storage	
		Retention Period	Mechanism	Retention Period	Mechanism
Source Files	Files that are sourced from data sources. Should account for some intermediate processed files as appropriate	Last 3 Months	ETL/ELT Server file folder	Last 24 Months	Data Archival Solution



Data retention & Archival	Remarks	Online		Archival Storage	
		Retention Period	Mechanism	Retention Period	Mechanism
CDR	Master tables, Aggregate tables, Physical tables, transaction tables, Reference tables etc.	36 Months	CDR Database	10 Years	
ODS	Master tables, Aggregate tables, Physical tables, Transaction tables, Reference tables etc.	12 Months	CDR Database	10 Years	
Data Mart	Master tables, Aggregate tables, Physical tables, transaction tables, Reference tables etc.	12 Months	CDR Database	10 Years	
Reports	Critical Reports Needed for reference	12 Months	Report Server	10 Years	

1.13 Security & Accessibility

- Work on data security and data access issues.
- Different reports and dashboards will have different levels of access, based on users.
- Grant access based on role and responsibility matrix
- Formulation of approval matrix for granting request to users
- Prohibit direct access to Data Repository
- Establish data governance practices, for security of data which is an asset to the bank
- Access to internal and external users should be only through Reporting tool
- Role based across processes in CDR solution
- The access matrix should be reviewed periodically for monitoring purpose
- Provision of approval of ad-hoc data request from only respective necessary authority
- Sharing of sensitive data internally and externally, after proper encryption of data
- Complete testing of security and accessibility to suit bank's requirements.
- **Compliance to Security-standards** - The application should be full and PCI DSS / PA DSS compliant.

1.14 Development Framework

System should have latest development framework.

1.15 Hardware and Sizing Parameters

- 1.15.1 Bidder needs to do adequate sizing as per the Parameters provided in the RFP to maintain the SLA, for the entire duration of 5 years (as per the data points mentioned in the RFP). In case of any short fall, bidder has to facilitate the same, without any additional cost to the Bank.
- 1.15.2 All the ATS and AMC of the software and infrastructure supplied through this RFP needs to be factored-in, by the bidder. All bug resolution / issue fix / patch management and all coordination with OEM needs to be duly handled by the bidder.
- 1.15.3 The Bidder is required to maintain all in-scope items for all the environments. The Bidder is required to perform the selected bidder management, during the entire contract duration.
- 1.15.4 The Bidder should specify various infrastructure requirements, well in advance, before delivery of hardware & software which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power requirements, network requirements, UPS, environmental conditions, illumination etc., so that Bank can arrange accordingly, at the desired premises.
- 1.15.5 All the hardware and software to be supplied/proposed must be IPv4 and IPv6-compliant wherever applicable.
- 1.15.6 Bidder will be responsible for optimal sizing of the proposed Solution. The sizing needs to be done based on Bank's requirements, optimized power usage and scalability.
- 1.15.7 The Proposed System should support latest OS version.
- 1.15.8 The selected bidder shall be responsible to keep up with the system updates and inform the Bank accordingly on latest security vulnerabilities related to selected solution supplied and deployed at the Bank. The bidder shall mitigate all the possible vulnerabilities without additional cost to the Bank.
- 1.15.9 Bank may provide the Hardware & storage (if available) for the commencement of the Project. This will be however based on the hardware requirement/sizing of the bidder's proposed solution.

1.16 Environments

- 1.16.1 Logical separation / Virtualization for Test, Dev and Training can be done in a dedicated non-production environment. The bidder should note that the production and non-production environment should be physically separate; however, a common storage may be proposed for production and Non-Production environments, with different LUN/volumes. The necessary licenses should be provided to meet the requirements of the contract, during the period of contract.
 - DC data should be automatically propagated online, through synchronous/asynchronous replication to DR site.
 - Maximum RTO of 6 hours and RPO of 3-4 hours should be provided (subject to the Banks policy)
 - Fail over should be allowed, only as per the DR policy of the Bank
 - Bidder shall design and implement data synchronization procedures for the DR Site.

- 1.16.2 Periodic testing and drills shall be conducted to ensure that all replication and data synchronization procedures are in place all the time. In case of disaster at primary site / production site, ETL/ELT and other tools shall continue to operate, and DR site is to be made operational. Bidder should support DR drill as per bank's policy and requirement.
- 1.16.3 The Bidder needs to note that physically separate adequate sizing should be quoted for each of the following environments:
- Production at DC should be in HA and DR can be standalone at 50% capacity of the DC however the database to be replica of the DC
 - UAT & Staging environment,
 - Development environment.
 - Training environment
 - The UAT & Staging, Training and development environment servers should be minimum of 25% respectively of the size of the production, as per the fifth-year sizing; however the database size will be similar to production database size.
- 1.16.4 All the Non-Production environment need not be factored at DR Location
- 1.16.5 All the Non-Production environment should be physically separate from the Production Environment.
- 1.16.6 Bidder needs to ensure that UAT and Training environment need to be in sync with Production environment, in terms of master data and sources. All the customization / enhancement / products / parameter changes need to be applied in these environments on periodic basis, which should not be greater than 1 month.
- 1.16.7 Bidder needs to ensure that all the master data such as customer information and balances need to be masked, before releasing the Non- Production environment to the end user. Non-Production environment here refers to pre-Prod, UAT & Staging,
- 1.16.8 Bidder should arrive at the sizing independently. In case the sizing quoted by the Bidder fails to meet the necessary services, bank will not bear any cost for upgrades or replacements. Also, during the contract period, growth of the data, in line with Bank's projected growth in business should be considered and thus, the appliances proposed should have enough CPUs, memory and storage available, to accommodate the predicted sizing required.

1.16.9 The Bidder will be completely responsible for supply, installation, configuration, customization and maintenance of complete solution, during the entire contract duration. The bank will not make any additional payments for the solution provided by the Bidder, on a later date, for any of the Hardware-related upgrades/replacements.

1.16.10 Estimated User Details:

The End users of the bank would be segregated as below:

- i. Business Users: Users with only read access (canned reports)
- ii. Power Users: Users with Viewing and Adhoc Query Access
- iii. Super Users: Users with Viewing and exploration access, working on large data sets.
- iv. User Concurrency: The below table may be considered for user concurrency

#	User Type	User Count	User Concurrency
1	BI User: Business User	200	40%
2	BI User: Power User	40	25%
3	BI User: Super User	10	40%

v. Query Response Time: The below table is to be considered for the query response time

#	User Type	Response Time
1	Simple	5-8 sec
2	Medium	60 - 120 sec
3	Complex	300 - 600 sec

The definition of the query will remain the same as defined in the Reports section for Simple, Medium and complex report.

1.17 Project Management

Project Management activities will be carried out by the bidder with support from the BANK, as required. The Project Management Office will address the overall allocation of work packages and direct co-ordination of activities and portfolio governance.

The Bidder should follow an industry standard Project Management methodology, which has been agreed with the BANK.

The Successful Bidder shall develop and implement a governance mechanism, to institutionalize and effective approach towards planning and organizing, acquiring and implementing, delivering

and supporting and monitoring service performance of the services deployed in the BANK, to support its business requirements and objectives.

1.17.1 Principles of Governance

For managing the post implementation team effectively and meeting the contractual requirements and SLAs, BANK proposes to set-up governance mechanism with following principles: (The Bidder will assist the BANK by adhering to these)

- Bringing focus and discipline in governance mechanism.
- Setting clear policies and procedures.
- Strengthening ethics and accountability. Continuous vigilance and adaptation.
- Strong financial oversight.
- Independent audits to bring more objectivity.
- Strong quality checks

1.17.2 Performance Management and Reporting

The Successful Bidder shall be required to report on the services offered to the BANK on a periodic basis or as and when required by BANK. The Successful Bidder shall provide reports/ data that would include, but not be limited to:

- Performance report with respect to all service levels.
- Report of the ongoing and planned changes performed.
- Any ad-hoc report that may be required by BANK
- Periodic reports to governance committees and
- Quality adherence reports

These reports would compare the quality of service provided with the defined/target SLAs. The list of reports and their frequency should be agreed with the BANK, at the start of the Project.

During transition, reporting and review of performance, metrics shall be carried at mutually agreed frequency (to be decided along with the Bank).

The template and any other reporting requirement shall be agreed on mutually. In addition, the Successful Bidder will aid the BANK for audit/compliance related requirements, including but not limited to:

- Providing sample data as required within the timeline; and
- Coordinate with the relevant stakeholders for providing data samples

The ownership of audit/compliance related requirements shall remain with the BANK.

1.17.3 Quality Assurance

Scope related to Quality Assurance (QA) shall include:

Developing and employing a quality assurance program, subject to the BANK's approval, designed to promote performance of the scope of work with a high level of quality, focusing on measuring and improving reliability, speed, cost effectiveness, and customer satisfaction.

Writing and maintaining procedures and measurements on all quality assurance activities associated with the work. Ensuring that the quality metrics and procedures employed, are consistent with similar standards in BANK's peer group and/or in the provision of similar professional services.

Ensuring compliance with a published quality assurance program, with adequate internal controls and verification activities.

Conducting periodic quality audits of the work rendered.

Documenting audit findings and remediating non-conformances within a stipulated time period. Allowing BANK to perform audits that will focus on the Successful Bidder's adherence to its quality assurance procedures and standards; on the metrics gathered to support quality assurance activities; and on the Successful Bidder's efforts to improve overall quality. The Successful Bidder will cooperate fully and assist the BANK with any such audits.

1.17.4 Project Management Office (PMO) Resources

The bidder is expected to provide expert project management resources, minimum 2 in number, as per the experience mentioned in the bid document, to hand hold the Bank team, throughout the period of contract and the project management life cycle and define an effective IT Governance mechanism for the Bank. Bidder needs to factor at least one PMO resource with experience of doing PMO on the CDR project, where there might be multiple technologies and stakeholders involved, during contract duration. These resources will work directly under the supervision of the Bank and will help the Bank in the below mentioned activities:

- Steering committee update
- Hardware / Software Acceptance
- Day to day update and issue resolution

1.18 Backup Solution

Bidder is expected to propose a viable backup solution, which needs to be 'in compliance' with the Technical specifications mentioned in the functional & technical specifications. Bidder needs to Supply, install, implement and provide AMC/ATS support for the backup solution for the entire period of contract. The proposed backup solution will be used for the doing backup of the DB, Operating system images & Application.

The backup solution should fulfil Bank's daily back-up requirements for next 5 years, for the proposed CDR solution.

- a. Supply requisite hardware with accessories, software & licenses

- b. Study existing environment and prepare detailed design documents for:
- ◆ The deployment / installation of each of proposed Backup Solution
 - ◆ Implementation of Backup solution with a detailed backup plan. Install, configure and integrate Backup solution with hosts
 - ◆ Install, configure and operationalize of backup solution at DC/DR
 - ◆ Integrate, configure and operationalize backup solution
 - ◆ Prepare detailed implementation plan with installation/implementation documents (with all screenshots).
 - ◆ Provide monitoring and management application for the proposed solution
 - ◆ Backup solution configuration and backup
 - ◆ Complete configuration and architecture diagram for the solution.
 - ◆ File system and Database Backup Daily policy which is incremental.
 - ◆ File system and Database Backup weekly policy which is full.
 - ◆ File system and Database Backup monthly policy which is full.

#	Backup Client	Application	Backup Frequency	Backup Type
1	DB and File System	All	Daily	Incremental
2		All	Weekly	Full
3		All	Monthly	Full

1.19 Support Model

Bidder should provide qualified and experienced resources to work on-site/offsite, during the contract period for:

- Data administration
- System Administration
- Extraction and development of reports
- Support technical and functional queries
- A technical team to solve all the logged issues, within SLA period

This on-site team would have to play a critical role in ongoing support. All resources will be screened by bank authorities. Replacement of a resource under unavoidable circumstances needs to be intimated to the bank in advance and the replaced resource should be equally or more qualified and experienced.

The Bidder will be single point of contact and responsible for AMC, ATS, guarantees & warranties for all - components, hardware, software, etc. The products and solutions proposed by the Bidder by way of this bidding document should come with warranty, as provided by the respective OEMs. Thereafter, the Bidder should provide AMC/ATS for these products and solutions (a warranty of 3 Years for both Hardware & Software From the implementation date for the

Hardware component and Go-live sign off date for the software and application). The bidder must note that the support services should be available for all environments viz., production, development and test. AMC/ATS will be paid by the bank, only at the end of the year, to the Bidder.

Bidder needs to note that the resources proposed need to fulfill the qualification criteria, as mentioned in the bidding document.

2. Support - Resources:

- All the resources provided for monitoring of the products & administration of the solutions shall as per the qualification criteria mentioned in the bidding document.
- It is mandatory for the bidder to provide dedicated onsite/offsite resources required for 9.00 am to 5.00 pm (Bhutan Standard Time) schedule.
- Working Day: A working day would be any day when any branch / office of the Bank is functioning.
- For Reporting and timings the following shall be ensured:-
 - Shall report and operate from the Bank's Corporate/Head office to Bank personnel / Bank authorized representative in case of onsite resources
 - Shall report to Bank personnel / Bank authorized representative to operate remotely in case of offshore resources
 - In case of exigencies even during off business hours / Bank holidays/ Drill, the resources will be required to be present onsite or the offshore resource shall be made available as per the SLA
 - An equivalent replacement with knowledge of our site to be given in case the designated resource is unavailable.

2.1 Scope of Support

2.1.1 Technology related support

- Installation of third-party software, if any.
- Daily ETL/ELT and Data Repository preparation.
- Support for creation and customization and maintenance of ad hoc reports, modules and analytics Dash Board.
- End to end Application and DB support.

2.1.2 Functional support

- a) Overall maintenance and working of the SOLUTION
- b) Bug fixing and delivery of patches/ version changes effected
- c) Providing tools for creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, OS, RDBMS etc.
- d) Provision should be available for version control and restoring the old versions if required by the Bank

- e) Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to the bank. However, only major version upgrades, if required by the Bank will be undertaken as per mutually agreed terms and conditions and cost.
- f) Providing the sizing for anti-virus software, the Bank will provide the required antivirus.
- g) Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for ETL/ELT process, application and data maintenance, taking backup of the database as required, recovery, query generation and management etc. of all software, supplied under this bidding document.
- h) Immediate bug fixing should be undertaken in the event of software failure, causing an interruption of operation of the CDR systems as per the response / resolution times defined by Bank. In case of any software /hardware/network failure at the DC site, the solution should continue to function seamlessly from the DR site until the DC site is restored
- i) All the detected software errors must be notified and corrected, as per the agreed timelines
- j) Support the Bank, in integrating any new applications to the CDR and provide support in extending the model and creating analytics / reports from the same
- k) Provide the Bank with daily hardware utilization/performance monitoring reports and alert the Bank, in case of any performance issues, by suggesting future capacity planning
- l) The operational support staff should have onsite support experience for the CDR, BI, Data Quality, Data Mining and other Application solutions
- m) Provide BCP/DR procedures and support during DR drills, in conjunction with the Bank's policies/procedures
- n) Routing the transactions through backup system, in case the primary system fails; Switching to the DR site in case of system failure; Service records and calls to helpdesk must be maintained and tracked for software support, which will be reviewed monthly, by the bank

3. Security Requirements

The Selected bidder has to comply with the IT (Information Technology) / IS (Information Security) policy of the bank and work within the purview of the IT / IS policy in key concern areas relevant to the bidding document. Some of the key areas are as under:

- 3.1 Responsibilities for data and application privacy and confidentiality - Wherever required, the system should be capable of data encryption/ masking/ tokenization.
- 3.2 Responsibilities on system and software access control and administration Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the selected bidder.
- 3.3 Exception Handling - Change in system parameters, user access privileges, change in critical data integrity, etc.; report should be available and automatically send to

designated officer(s) in email, along with detailed information (who has done it, when, from where, etc.).

- 3.4 Physical Security of the facilities
- 3.5 Physical and logical separation from other customers of the selected bidder
- 3.6 Incident response and reporting procedure
- 3.7 Password Policy of the Bank - System should have capability to set password policy as per Bank's requirement (Password combination, password age and password history).
- 3.8 Data Encryption/Protection requirement of the Bank.
Detailed security requirement of the Bank will be shared with the successful bidder.
The model developed or customized should follow a standard development process to ensure that it meets all (functional, security, performance & regulatory etc.) requirements of the Bank.

4. Analytics Solution logging capabilities

Implemented solutions should have features pertaining to security and logging, which will cover functionalities around:

- User activity logging (reports runs, data deleted etc.).
- System activity logs around the following system query runs, batch report extractions and master data/operational data deletions/modifications.
- Application error and crash logs (e.g. data ingestion errors, failed sanity checks, API errors etc.).

5. Warranty/ AMC & ATS

5.1 For Hardware:

- (a) The Selected Bidder must provide 3 (Three) years comprehensive on-site Warranty after completion of Implementation.
- (b) The Bidder has to provide AMC for all the hardware equipment supplied under this RFP for two years after the expiry of warranty period.

5.2 For Software:

- (a) The Selected Bidder must provide 3 (Three) year comprehensive support after completion of Implementation (Go-Live Sign off).
- (b) The deployment should be completed within the specified time as defined in the Section VI - SOW of the bid document from the date of issuance of Purchase Order for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

5.3 The Onsite/Offshore Support for the solution to be provided post implementation (Module Wise) for the remaining contract period i.e. Up to 5 years including implementation & warranty period.

5.4 Bidder shall mention the ATS charges for 2nd Year, 3rd Year, 4th Year and 5th Year as per

the commercial format.

6. Training

6.1 The Bidder is responsible for providing training to Banks team that covers both technical and functional spheres of the systems and solutions implemented.

6.2 These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements, etc.

6.3 Training needs of these team members (Technical & Operational Team and EndUser Team) will be in the following areas:

- (a) Report customization
- (b) Coding and other techniques to extract data from the solutions for user-specific analysis
- (c) Cover specific analytics concepts used in the models built such as hypothesis formation, profiling, sampling of data, various transformations of data sets, variable selection, model development, model validation, testing, results interpretation and recalibration steps and procedures so that they can refresh/recreate the models/analysis independently once the solution is in place.
- (d) Run through the metrics that measure model effectiveness to ensure that the Bank's teams are aware of model scope and effectiveness

6.4 Training Location

Training will be conducted in either at Bank's premises or the bidder's site

6.5 Mode of Training

The Bidder shall provide the trainings in classroom & hands-on mode.

6.6 Training Documents

- (a) Each implemented model must have a model document which explains the core functionality of the model and method used to develop the model.
- (b) The documentation needed in terms of methods followed across various steps of modelling has to be provided in a readable and understandable format and ensure that all the intricacies from data extract to model implementation are covered in the trainings.
- (c) The Bidder will be responsible for preparation & submission of soft copies of the training material and end user manuals to the Bank.
- (d) End user manuals should cover "how to use" concepts for all modules of the solution being implemented.

6.7 Training Effectiveness

- (a) Bank will measure the effectiveness after the completion of the training through training feedback forms.
- (b) The bidder should obtain training feedback after each session and address inadequacies if any.



7. Technological Advancements

7.1 The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

8. Source Code

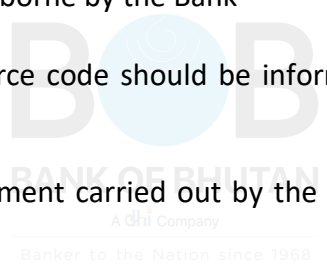
8.1 The source code /object code / executable code (for the purpose of this bidding document may be called as implementation code) and compilation procedures of the analytical models/solutions and reporting solutions that the Vendor creates/uses as part of the Analytics implementation for the purpose of this project should be provided to the Bank after successful UAT or escrow arrangement should be put in place.

8.2 All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.

8.3 Escrow arrangement of application software source code and for the modification done for the Bank should be provided. 50% of the cost for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the Bank

8.4 Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

8.5 All the customization/ development carried out by the vendor will be the property of the bank.



SECTION VIII ANNEXURES



Annexure I – Bid Offer Forwarding Letter

To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Dear Sir,

Sub: Bid for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

With reference to the above bid, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for “Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project” mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.



In the event of acceptance of our Technical and Commercial Bids by the Bank, we undertake for the Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project as per your purchase orders.

In the event of our selection by the Bank for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of Five years in favour of BANK OF BHUTAN effective from the month of execution of the contract.

We agree to abide by the terms and conditions of this bid document and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this bid offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

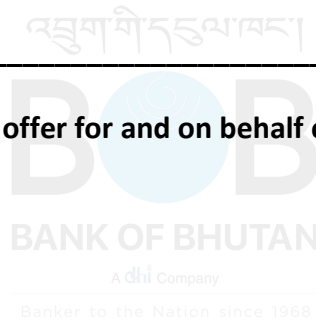
We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this _____ day of _____ 2022.

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of



Place:

Date:

Designation:

Authorized Signatory:

Name:

Annexure II - General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location (Registered. Office):
3. Date of incorporation & Date of Commencement of business:
4. Names of Banker/s:
5. Name and details (designation and Phone no.) of Authorized Signatory:
6. Major change in Management in last three years

B. Financial Position of Bidder for the last three financial years

Particulars	2018-19	2019-20	2020-21
Profit after Tax			
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service:
- Details of similar service provided to organization in the region specifying the number of Banks and branches

Details of Experience in the field of (Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project)

Organization Details		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Place:

Date:

Signature of Bidder:Name:

Business Address:



Annexure III - Manufacturer Authorization form (MAF)

(Letter to be submitted by the OEM on firm's official letter head)

**To
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu**

Dear Sir,

Ref: Bid for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

We..... (Name of the Manufacturer) who are established and reputable manufacturers ofhaving factories at do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the bid issued by Bank of Bhutan on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment's manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the bid document No.....and the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as setout in the RFP No In respect of such equipment's and services.

We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorized Signatory

Name:

Phone No.

Fax:

E-mail:

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Annexure IV - FORMAT OF BID SECURING DECLARATION

(The Bidder shall fill in this Format in accordance with the instructions as indicated)

Bid for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project.

To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Sir,

I/We, _____ (Authorized Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (M/s _____) either Sole or in Joint Venture, do hereby declare and accept the following:

- a) I/We understand according to your conditions; the bid must be supported by a Bid-Securing Declaration.
- b) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on **Bid Submission Date** if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:
 - i. if I/We withdraw the Bid during the period of validity i.e. **90 Days** from the Bid due date; or
 - ii. if I/We is/are awarded the Contract and fail to sign the Contract; or
 - iii. if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
 - iv. if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - v. if I/We fail to submit the requisite documents as per the tender specification; or
 - vi. if I/We violate any of the provisions of the terms and conditions of this tender specification.
- c) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. our receipt of your notification to us of the name of the successful Bidder or
 - ii.days after the expiration of our Bid.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Designation of the person signing the Bid	
Signature of the person named above	
Official Seal	

Dated on _____ this day of _____ (mention the month), _____ (mention the year)

Note:

- i. * In the case the Bid is submitted by an Entity (viz., Partnership Firm, Company, Joint Venture), specify the name of the Entity as the Bidder.
- ii. ** The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.
- iii. In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits



Annexure V - FORMAT OF INDEMNITY DECLARATION

(The Bidder shall fill in this Format in accordance with the instructions as indicated)

Bid for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project.

**To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu**

Sir,

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No..... Date:, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said bidding document and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of Bank of Bhutan or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:

- a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;
- b. infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third- party claims on the Bank

for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

- c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;
- d. non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;
- e. Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Designation of the person signing the Bid	
Signature of the person named above	
Official Seal	

Dated on _____ this day of _____ (mention the month), _____ (mention the year)



Note:

- i. * In the case the Bid is submitted by an Entity (viz., Partnership Firm, Company, Joint Venture), specify the name of the Entity as the Bidder.
- ii. ** The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.
- iii. In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits



Annexure VI - PROFORMA FOR PERFORMANCE BANK GUARANTEE

Form For: Bid Security (Bank Guarantee)

(The Bank shall fill in this Bank Guarantee Form in their Letter Head, in accordance with the instructions indicated in the bracket)

Bank Guarantee No.

Date.....

To

M/s.....

.....

..... (Beneficiary)

Dear Sir/ Madam,

In accordance with the Bid/ NIT/Tender No., M/s
..... having its Registered/Head Office
at..... (here-in-after called the 'Bidder') wish to participate in
the said bidding process for..... [Name of
Works/Goods].....

As an irrevocable bank guarantee against Bid Security for an amount
of..... [Insert currency and amount
in words]..... [Insert currency amount in figures*] valid up to..... [Insert
date@] is required to be submitted by the Bidder as a condition precedent for participation
in the said Tender which amount is liable to be forfeited on the happening of any of the events
mentioned in the Bidding Document.

We, the [Name & address of the
Bank].....having our Head Office at (#) guarantee and
undertake to pay immediately on demand by M/s (Beneficiary) or its
authorized representative, the amount of..... [Insert
currency and amount in words] [Insert currency and amount in figures*]
without any reservation, protest, demand and recourse. Any such demand made by the
..... (Beneficiary) shall be conclusive and binding



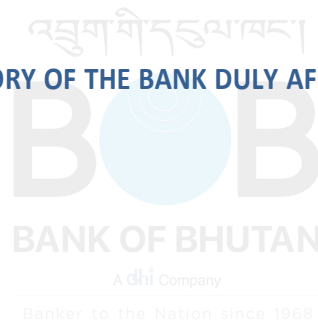
on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to.....
(Insert date). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name] on whose behalf this guarantee is issued.

All rights of (Beneficiary) under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by..... (Beneficiary) under this Guarantee against the bank within the above mentioned expiry date of validity or, from that of the extended date

Dated this day of..... 20..... At.....

SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK DULY AFFIXED WITH LEGAL STAMP & STAMPED OFFICIAL SEAL



Annexure VII - UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER

Sub: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Government or Corporation/ Regulatory Authority/ Royal Monetary Authority of Bhutan or any other Authority as applicable or any other Statutory Authority as on date of the publication of this bid.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/_____ (if any other entity) namely M/s _____ was blacklisted/debarred by _____ (Name of the Authority who blacklisted/debarred) from taking part in their bidding process for a period of _____ years w.e.f. _____ to _____. The period is subsisting/over on _____ and now I/We is/are entitled to take part in the bidding process.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE (Deviation to the above if any, the Bidder must provide details of such action(s))**

Signature (1) _____ (2) _____ (duly authorized to sign)

Name: _____



Capacity in which as executed: _____

Name & registered address of the Bidder: _____

Seal of the Bidder to be affixed



Annexure VIII - Undertaking to abide by all by-laws / rules / regulations

(TO BE EXECUTED ON FIRM'S OFFICIAL LETTER HEAD)

To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Bank of Bhutan Limited, Thimphu (hereinafter referred to as the Client) (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s _____, having its Registered Office at _____, do hereby, having examined the bidding document including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: _____ Date: _____ including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this ____ day of _____, 2022.

Place:

For M/s. _____ [Seal and Signature(s) of the Authorized Signatory (s)]

Annexure IX - Undertaking for Price Validity & Acceptance of all terms & conditions of the bid

To,
**The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu**

Dear Sir,

Sub: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:



Annexure X - Undertaking for No Deviation

To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Dear Sir,

Sub: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

Further to our proposal dated, in response to the Request for Proposal (Bank's bid No.hereinafter referred to as the **"BID Document"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's (Firm) name:

Place:

Date:

Annexure XI - Certificate from Chartered Accountant or Competent Authority

(Signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2018-19	2019-20	2020-21
Turnover			
Profit / Loss			
Net worth			



Annexure XII - Pre-Bid query format

Format of Pre-Bid Queries to be submitted by the Bidder(s)
To be e-mailed in .doc or .xls format

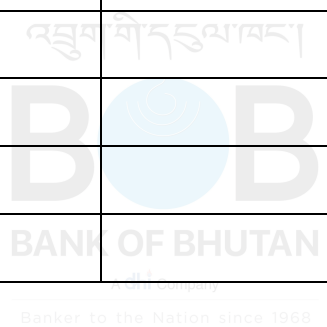
Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No	Page No.	Clause No.	Original Clause	Query Suggestions of the Bidder



Annexure XIII - PRE-CONTRACT INTEGRITY PACT

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of 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 the 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

¹Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

²Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

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

5. Commitments of Bidders

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

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

7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

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

Affix Legal Stamp

Affix Legal Stamp

EMPLOYER: BIDDER/REPRESENTATIVE:

CID:

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 CID:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Witness to Employer:

Witness to Bidder:

NAME:



CID:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 CID:

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Annexure XIV - NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)

This Non-Disclosure Agreement is entered into on this day of 2022

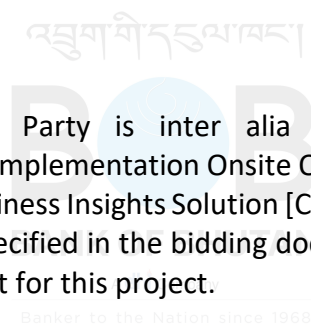
BETWEEN

Bank of Bhutan, Thimphu hereinafter referred to as **“the Bank”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a **“Party”** and together as the **“Parties”**).



WHEREAS the Vendor/Receiving Party is inter alia engaged for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project as per the terms and conditions specified in the bidding document. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and



WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. **Confidential Information.** *“Confidential Information”* shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.
2. **Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.
3. **Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the *“Receiving Party”*) shall, for contract period of the (3) three years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:
 - a. Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
 - b. Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
 - c. Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.
4. **Exclusions.** *The obligations imposed upon Receiving Party herein shall not apply to information,*

technical data or know how, whether or not designated as confidential, that:

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. **Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. **Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. **No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. **Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. **Arbitration and Equitable Relief.**

- (a) **Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no

settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and the rules made thereunder from time to time. The arbitration shall be held at the Head Office of the Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

- (b) **Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:
- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
 - ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.
- (c) **Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.
- (d) **Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.
- (e) **Term.** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).
- (f) **No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement

between them.

10. **General Provisions.**

- (a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Kingdom of Bhutan.
- (b) **Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.
- (c) **Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.
- (d) **Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.
- (f) **Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at Thimphu, Bhutan.
- (g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and *(the selected vendor)*

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

For and on behalf of

.....
(Purchaser)

.....
(Selected Bidder)

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:



Annexure XV - ELIGIBILITY COMPLIANCE

#	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
1	Bidder should be a registered firm with a Valid trade License or other documents to prove the legal status and place of registration of the business (At least for the last five years as on RFP submission date).	The following list of documents (where applicable) 1. Valid trade license 2. Certificate of Incorporation issued by Registrar of Companies along with 3. Copies of Memorandum of Association 4. Copies of Articles of Association 5. Shareholding pattern	
2	The Bidder should have a minimum annual turnover of Nu.40,000,000.00 in each of the last three financial years i.e. 2018-19, 2019-20, and 2020-21.	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20, 2020-21.should be submitted as per Annexure XI	
3	The Bidder should have the experience of having implemented /under Implementation of an on premise Central data repository Solution covering ETL/ELT, Data repository, Reporting tool, Business Intelligence tool, Data Analytics, Data Mining, Data Quality, and modelling in at least One Commercial Bank in the region having 50-60 branches in the region with more than 700,000 customer accounts	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter / mentioning the components and status of implementation of the project is to be submitted.	
4	The Bidder should have sufficient skilled staff and Project Managers on his rolls across areas like ETL/ ELT, Data repository, Reporting tool, Business Intelligence tool, Data Mining, Data Quality, modeling AI, ML, big data and data science having expertise of minimum 5 years Certification in analytics/ data	Self-declaration to this effect on company's letter head should be submitted along with the Bio-data of the Project Managers with valid certifications of completion from the earlier projects.	

#	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
	engineering / AI / ML with reputed institutions will be preferred		
5	The bidder must be ISO 9001-2008 Certified Company (or equivalent) and the certificate should be valid as on date of bid submission	Copy of certification needs to be submitted	
6	The bidder and OEMs whose hardware / software is proposed to be supplied to the Bank must have presence in Bhutan or through their authorized suppliers or support partners in Bhutan and should be able to support the project in Bhutan during the contract period.	Self-Declaration on Bidder's letter head signed by the authorized signatory to be submitted	
7	The bidder shall be the certified or authorized agent / reseller / partner of the offered hardware and software for the past one year or the OEM of the solution offered	MAF as per annexure III for Authorized partner. Self- declaration if the bidder is an OEM to be submitted (MoU with the authorized dealer in Bhutan may be submitted)	
8	Bidder should not have been black- listed by any bank / institution in the region as on RFP Submission date. An undertaking to this effect must be submitted in their letter head	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-VII signed by authorized signatory.	
9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected	Self-declaration to this effect on the company's letterhead should be submitted signed by authorized signatory.	
Experience of the OEM			

#	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
10	The Proposed below mentioned data CDR components should be implemented and running successfully in at least one Commercial Bank in the region having 60 branches 1. ETL/ELT Tool 2. Data Repository or equivalent 3. Data Quality 4. Data Mining 5. Reporting tool 6. Business Intelligence tool and modeling based on AI & ML.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract (Bidders with completion certificate will be preferred)	
11	The proposed product for Advanced Data Analytics Solution should have been implemented/ under implementation and running in any commercial Bank in the region.	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter mentioning the status of proposed solution is to be submitted.	
12	The proposed Data Archival Solution should have been implemented in at least one commercial Bank in the region having more than 50 branches.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract with completion certificate	
13	The proposed software stack of ETL Tool, Data warehouse, Data Quality, Data Mining, Reporting tool and BI tool should be limited to one OEM per bidder to work in integrated way	A solution mapping sheet as per annexure XXXI and also a Self-Declaration on Bidder's letter head signed by the authorized signatory	
14	The proposed product for Data Analytics solution should not be on open-source platform	Self-Declaration on Bidder's letter head signed by the authorized signatory	
15	The proposed Backup software should have been implemented in at least one commercial Bank in the region having more than 50 branches.	Relevant Credential Letter from the Bank Or Copy of Purchase Order/Contract with completion certificate	

Note: It is preferred that the bidders have an operating profit during the past 3 financial years i.e. 2018-19, 2019-20, and 2020-21. However, given the COVID 19 situation, at least 2 of the last three FY (2019-20, 2020-21) the bidder should be profitable

Annexure XVI - Functional Specification

The weightage for this section is **125 marks**. The total scores will be scaled according to the total marks. The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score	Marks
S	Standard feature- Readily available/ Supported by the Solution / customized in solution by Bidder /OEM	S	5
C	Not supported / Not customizable within the same solution proposed without adding 3rd party components and completion within stipulated timelines.	C	0

#	Particulars	Mandatory	Compliance (S/C)	Remarks	Marks (Total:125)
1	Customer Retention Analytics: Churn Prediction	Y			5
2	The Bank reserves the right to do Vulnerability Assessment and Penetration Testing (VAPT) audit of the solution provided by third party security auditors appointed by Bank periodically or as per regulatory guidelines. The vendor shall fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor. First IS Audit and VA/PT should be conducted prior to deployment of Data Analytics solution.	Y			5
3	Customer Life Time Value and Customer Loyalty	Y			5
4	Cross Sell Analytics: Improving product cross-holding ratio	Y			5
5	Behavioral Analytics: Customer Segmentation & Profiling	Y			5

#	Particulars	Mandatory	Compliance (S/C)	Remarks	Marks (Total:125)
6	Product Penetration: Market Basket Analysis, Sales Volume Forecasting	Y			5
7	Delinquency management: Pre- delinquency & Loss Forecasting	Y			5
8	Design and track Campaigns for Customer's based on various customer analytical parameters.	Y			5
9	Channel Performance & Profitability, Channel Planning & Optimization.	Y			5
10	Customer Acquisition Scorecard – Prioritization	Y			5
11	Customer Propensity modelling	Y			5
12	Branch Performance & Profitability	Y			5
13	Customer Profitability	Y			5
14	Sales Funnel Management: Casualty analysis and Process optimization	Y			5
15	Sales Target Setting & Budgeting models	Y			5
16	Product Pricing Analytics: Dynamic pricing models	Y			5
17	Budget Forecasting & Target setting	Y			5
18	Loans underwriting	Y			5
19	Product Profitability	Y			5
20	Service Differentiation - Enhancing Relationship Value	Y			5
21	Customer Feedback - Text, Semantic and Voice Analytics	Y			5
22	Asset Quality Optimization	Y			5
23	Concentration / Exposure Management (Simulation)	Y			5
24	Spend Analytics	Y			5
25	Event Detection / Event Based Marketing	Y			5
	Total				125

Annexure XVII - Technical Requirements

The weightage for this section is **900 marks**. The total scores will be scaled according to the total marks.

*The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score	Marks
S	Standard feature- Readily available in solution	S	Full Marks as mentioned in Line Items
X	Not available in the proposed solution/ require 3rd party integration	X	0

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
1	The solution needs to provide end-to-end data warehousing process, from enterprise applications and ETL/ELT tools to databases ensuring the timely delivery of trusted BI reports to our business users.			15
2	Solution to be backed with Artificial Intelligence and Natural Language Processing (based on text structure). Solution implemented (including NLP, AI engines) should be on bank premise.			15
3	Creation of users, groups and roles: The solution must enable administrators to assign role based permissions to be configured in order to control what solution features and data users can access.			15
4	The solution must allow users to define hypotheses, analyze data, and visualize results without using the advanced query language			10
5	The solution must allow users to build data queries with code- free “drag and drop”, “multidimensional maps” visual tools to enable non-technical personnel to easily find desired data across a combination of different sources.			10
6	In memory processing & ETL/ELT integration support: The solution shall allow processing of data by storing it in RAM instead of writing			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
	it to disk. This allows users to blend big data sets (Future Compatibility) on a solution, instead of doing the blends in the database. Solution should integrate with supplied ETL/ELT tool.			
7	The solution must provides tools to compile and prepare data for analytics, testing hypotheses, performing visualization, creating/sharing reports, or setting up custom alerts.			10
8	The solution must allow users to create a visual (or graphic) outline of the content			10
9	The solution must provide guidance to the users by suggesting the best possible representation of the data.			10
10	The solution needs to support plug-ins or advanced tools to expand data visualization capabilities.			10
11	The solution must support specialized analytics and visualizations that provide a geographic, spatial and time context allowing users to easily depict physical features and geographically referenced data and relationships.			10
12	The solution should offer predictive, prescriptive analytic capabilities that support the identification of meaningful patterns and correlations among variables in complex, structured, unstructured, historical, and potential future data sets for the purposes of predicting events and assessing the attractiveness of various courses of action.			10
13	The solution needs to help identifying the best outcome to events, given the parameters, and suggesting decision options to take advantage of a future opportunity or to mitigate a future risk.			10
14	The solution should let users analyze the root cause of certain events and behaviors.			10
15	The solution must provide performance analytics to address goals, objectives, and accountability. Performance analytics typically use a variety of KPIs including strategic scorecards; relevant comparisons			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
	against plans, budgets, forecasts, prior performance, and industry benchmark data; and the ability to drill down to root-cause details.			
16	The solution must enable users to understand data by creating a summary of historical data and preparing the data for further analysis.			10
17	The solution must have the ability to let users create reusable data models to enhance future searches and analysis.			10
18	The solution should allow users to examine large pre-existing databases in order to discover patterns and create predictive models that can validate new business insights.			10
19	The proposed solution should support deployment of models in third party applications using the scheduled jobs or REST APIs.			10
20	The solution must have capabilities to search through data using natural language text and linguistic rules thereby making search function intuitive.			10
21	The solution needs to provide data-model-free analysis, in which any data attribute can be used as a 'fact' or a 'dimension' to enable users to find information without the need to rely on pre- defined data linkages.			10
22	The solution should have a capability to convert unstructured text data into meaningful data for analysis.			10
23	The solution must provide statistical tools to analyze and draw inferences from data.			10
24	The proposed solution should support query hybrid, columnar, and array- based data sources, such as Hadoop, Map Reduce, or other NoSQL databases, to take advantage of the full range of business data.			10
25	The Proposed solution should support the ability to gather and analyze data from social media sources such as Facebook or Twitter and combine the data with other			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
	information, to provide a complete view of relevant activity.			
26	The solution should enable users to run on demand, ad-hoc reports to visualize data based on various criteria.			10
27	The solution must provide Dashboards so that users can get a snapshot view of important conditions, trends, and exceptions.			10
28	The solution needs to support custom dashboard views that can be configured and shared between users to provide relevant views into analytical data and trends.			10
29	The solution must allow users to share information and interact via discussion threads, chat capabilities, and annotations to facilitate decision making and content analysis.			10
30	The solution should provide a drill-down capability to access details directly from the dashboard.			10
31	The solution must support OLAP, also known as 'slicing and dicing' analysis, to enable users to analyze data with fast query and calculation performance.			10
32	The solution's OLAP capabilities should be able to span a variety of data architectures (such as relational, multidimensional, or hybrid) and storage architectures (such as disk-based or in-memory) in order to integrate with all available data.			10
33	The system's OLAP capabilities should possess the ability to drill up, down, across, and through the data, in order to make the analysis as clean and comprehensive as possible.			10
34	The solution should provide an API (Application Programming Interface), Web Services for custom integration with other solutions.			10
35	The solution should be able to integrate with big data software if required.			10
36	The solution should have the capability to integrate with external predictive tools or solutions to enhance analytical capabilities.			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
37	The solution must integrate with mapping solutions such as Google Maps thereby allowing users to visualize the spatial component of business data.			10
38	The solution needs to integrate with LDAP and/or Active Directory to tie into corporate user management.			10
39	The solution should be able to deliver content to mobile devices (both admin and view), either in a published mode for view-only access or in an interactive mode to enable data manipulation.			10
40	The solution should allow users to manage business finances by providing an overview of balance sheets, P&L, debtors, creditors, etc.			10
41	The solution should allow users to define business rules to automate routine regulatory tasks.			10
42	The solution must have the capability to point out issues within the data.			10
43	The solution must allow users to have tools for score analytics, transform data, create business recommendations, and comment on the information to help drive decisions.			10
44	The solution must have the capability to point out patterns within the data.			10
45	The solution's dashboard should enable exploration of data by changing charts using color, brightness, size, shape and motion.			10
46	The solution should provide tools to aid in creating routine data backups and point-in-time snapshots to protect against data loss.			10
47	The solution should provide a set of programmatic and visual tools and a development workbench for building reports, dashboards, queries and analysis.			10
48	The solution must be simple and intuitive providing users a good user experience.			10
49	The solution should have an option to customize to meet users' specific needs with a user- friendly UI.			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
50	The solution should handle increasing volumes of data and growing numbers of users for performing analytics without drop in performance at-least a business growth rate of 10% YOY during contract period.			10
51	The system should contain tools to provide a robust and centralized way for administrators to search, capture, store, re-use, and publish metadata objects so as to enable users to leverage the same systems-of- record semantic model and metadata.			10
52	The solution should enable users to do code free, 'drag and drop', user-driven data combinations of different sources and the creation of analytical models, such as user defined measures, sets, groups, and hierarchies.			10
53	The solution must support reading and interacting with data from sources outside of OLAP and databases, such as MS Excel files and .txt files, in order to analyze all data a customer may provide.			10
54	The solution should support design and deployment processes and technologies to enable profiling, analysis, remedial actions and automated cleansing.			10
55	The solution should allow and support user reports and output to be saved in common formats, such as HTML, Excel, XML, CSV, or PDF to provide flexibility.			10
56	The solution must have a log for administrative and user actions, and report on the logged items.			10
57	The system should have encryption capabilities for secure data storage and transmission.			10
58	The solution should provide tools to aid in restoring solution data from a backup or snapshot to facilitate recovery.			10
59	It must be easily scalable to support changing throughput.			10
60	The solution should be platform independent , should have capability to be installed on various operating systems like Microsoft Windows, Linux, AIX, Solaris, etc.			10

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
61	The solution should support integration with common development environments			10
62	The proposed Data Archival solution should be able to archive and restore terabytes of data with minimum operational downtime.			10
63	The proposed Data Archival solution should provide tools to do consistency check on collected legacy Backup data backed up in different formats and on different medias.			10
64	The proposed Data Archival solution should be able to maintain one set of consistent backup copy received from the CDR solution.			10
65	The archival solution should be able to maintain the time related details and should be able integrate seamlessly with previous versions of archival of data			10
66	The proposed conversion tools should be able to connect to any ODBC database on Windows, Unix, AIX, Linux, Solaris, etc...			10
67	The proposed solution should be able to convert data from the backup data provided by the CDR solution over secure FTP transfer.			5
68	The proposed solution should be able to integrate the new converted uniform data into the previous uniform data seamlessly without any duplications, deletions of the old data			5
69	The proposed solution should be able to create desired uniform archival data with the proposed backup solution.			5
70	The data retrieval software should be the same for all backed up data.			5
71	The proposed data retrieval software should execute on all versions of operating systems			5
72	The proposed data retrieval tools / software should generate reports as desired by the Bank (customizable)			5
73	The proposed solution must have password/ access rights mechanism to restrict access to the solution by authorized users only.			5
74	The proposed solution should view and have an option of printing Customized reports in all the modules.			5

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
75	The proposed solution should provide search/sort and display information on specifying parameters.			5
76	The bank users on the corporate network should be able to access the proposed Data Retrieval software at the Centralized location and view, print and download the financial /non- financial data in popular file formats like XML,ASCII text, pdf, MS-word, MS-Excel).			5
77	The proposed Data Retrieval Software shall run from the Centralized 'location.			5
78	The proposed Data Retrieval Software at the Centralized location should provide uniform access to the data (converted and uploaded on centralized server in uniform read only format) of all the branches.			5
79	The proposed Data Retrieval Software at the Centralized location should be a web based solution.			5
80	The proposed archival solution should be able to archive and restore seamlessly across all components of the data warehouse solution.			5
81	The archival solution should support including the following data Structured and unstructured data Source data files in the CDR			5
82	The ETL/ELT loading window for every day increment data should not be more than 3 hr Push/Pull way of data acquisition from Source System (without any impact or should have minimal impact i.e not more than 5% on production databases).			5
83	The Offered Automated backup solution should be supplied with the latest generation of hardware/software.			5
84	The proposed backup software should be modular in architecture, allowing for components to be added and removed without requiring the backup system to be shutdown.			5
85	The software should have web based Graphical User Interface (GUI) so that all			5

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
	backup servers can be managed centrally, regardless of location.			
86	All backup/restore administration must be controlled by a centralized system			5
87	The master system must support Operating systems: Windows/Linux/ Unix /Solaris/etc.			5
88	Master system must maintain a database for all backup/restore metadata			5
89	Easy to reconstruct against in the unlikely event of corruption.			5
90	Easily protected with an integrated backup and recovery plugin for the database			5
91	The software must provide flexibility to backup to different media. These include disk-to- tape, disk-to-disk and interoperability.			5
92	The proposed backup solution must be able to support raw device backup – on Windows, various Linux versions and Unix (IBM AIX, Sun Solaris, HP UX etc.)			5
93	The proposed backup solution must be able to support consolidated (synthetic) backup – for file system data on all platforms.			5
94	The proposed backup solution must have user level access control list security function. Each user has different permissions and privileges on the system.			5
95	The proposed backup solution must be able to encrypt backup data at source and store with 128-bit or higher encryption.			5
96	Supported client systems include: Windows, Linux, CentOS, Mac, Solaris etc.			5
97	Ability to configure automated backups for specific days and weeks within a month, while maintaining a simplified methodology for complex date scenarios.			5
98	Software should have following reporting capabilities:			5
98.1	Full job completion report. Overview of the full backup jobs that were successful, partially successful and failed for each day			5

#	Specification	Compliance (S/X)	Remarks	Marks (Total:900)
98.2	Full backup data volume report. Overview of the total data volumes that were backed up for each day			5
98.3	Average space utilization report. (Listing of the average amount of data stored)			5
99	Software should meet the following Management capabilities:			
99.01	Allow the backup solution to be shared among other applications in the DC/DR			5
99.02	The software inbuilt reporting tool must have the ability to create customize reports without any additional purchase of another reporting module or 3rd party reporting module			5
99.03	Must support online backup of virtual machines on all virtual environment (viz. Vmware, Oracle KVM, Linux KVM, Oracle VM & Hyper-V plate forms)			5
99.04	The software should support 32 bits and 64 bits operating systems, data bases and applications			5
99.05	The backup software should support Image level backup of the Virtual machine(s)			5
99.06	The backup software should allow single / granular file recovery of data from the image level backup			5
99.07	The proposed backup solution must be Offered on the latest generation of backup solution and shall conform to the Continuous and Data rate matching technique for higher reliability.			5
99.08	Bidder must Supply all the required components for the backup solution which is sufficient for three years			5
99.09	The backup solution shall be based on web based remote management.			5
99.10	The offered backup solution must support encryption. The overall solution offered should provide encryption key management. The necessary License required must be provided by the bidder to keep the Encrypted keys safe and secured			5
	Total			900



Annexure XVIII - Details of Bill of Material

Sl. No.	Description	Unit	Make	Model	Specification	Additional Information
1						
2						
3						
4						
5						
6						



Annexure XIX - Masked Commercial Bid

Format for Commercial Bid is attached as a separate file. Bidder is required to submit a masked copy of the Commercial bid along with the technical bid.



[Annexure XX - Commercial Bid](#)

Format for Commercial Bid is attached as a separate file



Annexure XXI – Checklist for Bid Submission

Compliance sheet for submitting RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XVII?		
3	Is the Commercial bid made in conformity with Commercial template as Annexure XX?		
4	Are the Technical & Commercial Bids organized properly?		
5	Are all the pages numbered properly and signed and stamped.		
6	Is Bid Security Declaration submitted?		
7	Duly signed Annexures I to XXXI are enclosed		
8	Is the soft copies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9	Are document in support of all eligibility criteria submitted?		
10	Are your solution complied with all Scope of work.		
11	Is the Manufacturer Authorization Form submitted?		
12	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)



Place:

Date:



Annexure XXII - Undertaking for Bid Validity

Performa of letter to be given by all the Bidder participating in the Bank of Bhutan bidding for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

To
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Sir,

Sub: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

Further to our proposal dated....., in response to the Request for Proposal (Bank’s tender No. here in after referred to as “RFP”) issued by Bank of Bhutan, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original bid documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 90 days from the date of RFP response submission process closes.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name



Annexure – XXIII - Restriction on Procurement

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

To,

**The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu**

Sub: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder and hereby certify that this bidder:

1. Is eligible to be considered.
2. Is registered with the Competent Authority.
3. Fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorized Signatory,

Name:

Designation:

Firm Name:

Address:

Email:

Contact No.



Annexure XXIV - Reference Details

References for Past Implementation		
#	Organization Name	Documentary Evidence Submitted (PO/ Invoice/Call/ Email)



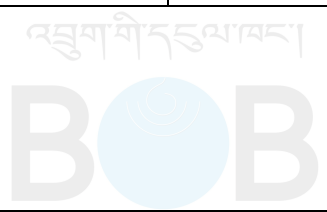
Annexure XXV - Hardware Specification Details

Recommended Hardware Specification Required for the Proposed Solution at DC/DR/UAT/Test & Development

To be submitted along with Technical bid in below format

A. Specification of Licenses

#	Description	Specification (Make, Model, Version etc. as applicable)			
		DC	DR	UAT	Test & Dev



B. Hardware Specification

#	Description	Detailed Description
1	Hardware for DataCentre (DC)	Make: Model: RAM: Storage: Processor: Others (if any):
2	Hardware for Disaster Recovery (DR) Centre	Make: Model: RAM: Storage: Processor: Others (if any):



#	Description	Detailed Description
3	Hardware for UAT & Staging	Make: Model: RAM: Storage: Processor: Others (if any):
4	Hardware for Training	Make: Model: RAM: Storage: Processor: Others (if any):
5	Storage	Make: Model: Capacity: Type: Others (if any):
6	Network Requirement	Requirement Type Bandwidth Latency DC-DR Sync/ Replication Branch Level Access (60 Branches) Others (if any)

Annexure XXVI - Sizing Adequacy letter Self-Declaration- Sizing of Hardware

To
**The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu**

Dear Sir,

Sub: Self Declaration – Sizing of Hardware

Ref: RFP for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project

We _____ (Bidder Name & address) have reviewed the sizing submitted and in agreement with the proposed sizing to maintain the SLA for the contract duration. We confirm that the sizing is adequate and will meet the requirements of the Bank of Bhutan as stated in the RFP.

However, in the instance of the solution not working as per the SLA and responsetime mentioned in the RFP, we will augment the solution at no additional cost to the Bank of Bhutan.

Signature of Authorized Official
Name and Designation with Office Seal
Place:
Date:

Annexure XXVII – Resource Experience

#	Resource	Minimum Qualification	Compliance (Y/N)
1	Project Manager	Should have >10 years of relevant experience as Project Manager and should have experience of Managing, Implementation and Operations of any three of the solutions in one or more commercial bank in the region having more than 100 branches. Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata	
2	Data Architect	Should have >5 years of relevant experience as Data Architect and should have experience of Design & Architecture in any three of the solutions in one or more commercial bank in the region having more than 100 branches. Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata	
3	Functional Leads	Should have >5 years of relevant experience in the respective Module and should have worked as a Functional lead for any two solution in at least two commercial Bank in the region having more than 100 branches Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata	
4	Implementation Team Leads	Should have >5 years of relevant experience with experience as team lead Implementation of any two solution in at least two commercial Bank in the region having more than 100 branches Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata	
5	Business Analysts	Should have >5 years of relevant experience with experience as Business Analyst of any two solutions in at least two commercial Banks in the region having more than 100 branches Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata	

#	Resource	Minimum Qualification	Compliance (Y/N)
6	Implementation Team	<p>Should have >5 years of relevant experience with experience as Implementation resource of any one solution in at least one or more commercial Banks in the region having more than 100 branches</p> <p>Solutions: Central Data Repository, Analytics & BI, Data Mining and Data Quality Metadata</p>	
7	Managed Services- L2 (DB, Server, Middleware etc.)	<ul style="list-style-type: none"> ➤ Minimum 7 years of experience in Servers and Database management ➤ Diploma / Engineering Graduate / Science Graduate. ➤ Good Communication (written/Oral) ➤ Willing to work in 24X7 environment ➤ Should have at least 5 years of relevant experience ➤ Should have worked in 2 similar project of Data Warehouse / CBS / ACRM as L2 on the similar technology ➤ Should have relevant certification i.e. server / appliance resource should be certified on proposed server / appliance, similarly DB resource should be certified on proposed DB technologies etc. 	
8	Managed Services- L1 DB, (Server, Middleware etc.)	<ul style="list-style-type: none"> ➤ Minimum 4 years of experience in Servers and Database management ➤ Diploma / Engineering Graduate / Science Graduate. ➤ Good Communication (written/Oral) ➤ Willing to work in 24X7 environment ➤ Should have at least 3 years of relevant experience ➤ Should have worked in 1 similar project of Data Warehouse / CBS/ACRM as L2 on the similar technology ➤ Should have relevant certification i.e. server / appliance resource should be certified on proposed server / appliance, similarly DB resource should be certified on proposed DB technologies etc. 	



#	Resource	Minimum Qualification	Compliance (Y/N)
9	Data Scientist	<ul style="list-style-type: none"> ➤ Minimum 3 years of experience in data science related areas and Participation in minimum 2 client projects in data science, each of duration not less than 6 months ➤ Hands-on software development and experimentation skills in environments like R / Scala / Python / H2O /Mat Lab ➤ Software development experience ➤ Good verbal and written communication skills 	
10	Senior Data Scientist	<ul style="list-style-type: none"> ➤ Minimum 5 years of experience in data science related areas ➤ Participation in at least 3 enterprise data science projects Experience of team management ➤ Hands-on software development and experimentation skills in environments like R / Scala / Python / H2O /MatLab ➤ Software project management experience ➤ Expertise with scalable machine learning tools like H2O/ Mahout / Spark ML ➤ Experience with training and mentoring new data scientists ➤ Proven client interfacing skills, Excellent verbal and written communication skills 	

A CIBI Company

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Bidder needs to factor minimum below resources during Implementation Phase

#	Resource	Min. No. of Resources	Compliance (Yes/No)
1	Project Manager	1	
2	Banking Domain Expert	1	
3	Techno Functional-Business Analyst	2	
4	Data Modeler/ Model Developer	2	
5	Report Developer	2	
6	Data Scientist	1	
7	Server & DB Expert	2	
8	PMO Resources	2	

Resource	Location	Min. No. of Resources across shift	No. of shifts	Service Windows	Total Min. Resources
L1 ETL	Bank HO	1	2	6:00 AM to 10:00 PM	2
L2 ETL	Bank HO	1	1	General shift	1
L1 BI	Bank HO	2	2	6:00 AM to 10:00 PM	4
L2 BI	Bank HO	1	1	General shift	1
L1 Storage, & Backup Management	DC	1	2	6:00 AM to 10:00 PM	2
L2 Storage, & Backup Management	DC	1	1	General shift	1
L1 Storage, & Backup Management	DR	1	2	6:00 AM to 10:00 PM	2

A GfM Company

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Annexure XXVIII - Bio Data Format

Bio Data Format for Resources to be deployed onsite

#	Resource Details				
1	Resource Name				
2	Specify Role to be played in the project				
3	Experience in Years (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)				
	Organization Name	From Date	To Date	Designation	Roles/ Responsibilities
4	Number of Years with the Current Organization				
5	Sum of Project Durations of similar projects executed				
6	Educational Background, Training / Certification * including institutions, % of marks, specialization areas etc.				
	Degree	Year of Award of Degree	University	% Of Marks	

Annexure XXIX - Resource Deployment

No of resources to be deployed on each phase of implementation to be mentioned in below format.

Profile	Requirement Gathering	Design	Implementation	Test	Deployment	Post Implementation
Project Manager						
Banking Domain Expert						
Techno-Functional Expert-Business Analyst						
Data Scientist						
Analytics Modeler						
Model Developer						
Data Integrator						
Reporting Specialist-BI Application Developer						
QA Personnel						
Tester						
If any others, please mention the profile						



Annexure XXX - Current Source system and Data Size

#	Description	Operating System	Database	Size in GB	% Increase from 2020 to 2021	Average Annual Increase in five years
1	CBS	Solaris 11.2	Oracle 19c-EE (RAC)	5,100	45.92%	64.63%
				311	15%	46.43%
				5,100	46%	64.63%
				169	40%	44.39%
2	Branch Channel					
3	Internet Banking			38	9%	15.27%
4	ATM switch	Solaris 11.3	Oracle 12C EE	384	0%	22.07%
5			Oracle 19c-EE (RAC)	383	0%	22.07%
6	Loan Originating system	Oracle Linux (Intel)	Oracle 11G SE	56	0%	5.22%
7	Anti-money laundering	Windows 2016 SE	MSSQL 2016	420	0%	10.60%
8	Cheque truncation system	Windows 2016 SE	MSSQL 2012	270	0%	8.85%
9	Customer relationship management	Oracle Linux (Intel)	MySQL-5.7 (CE)	54	145%	-20.10%
10	Mobile Banking	Oracle Linux (Intel)	Oracle 19c-EE (RAC)	1177.95	24%	12.76%
11	Credit Information Bureau	Oracle Linux (Intel)	Oracle 12C EE	450	0%	11.25%
12	International Financial Reporting Standards	Cent OS 7.5	Oracle 12C SE	153	42%	4.77%
13	e-payment	RHEL 7	MySQL-8.0 (EE)	10	0%	15.28%
14	GoBoB	Oracle Linux (Intel)	MySQL-8.0 (CE)	54		

#	Description	Operating System	Database	Size in GB	% Increase from 2020 to 2021	Average Annual Increase in five years
15	CBS Bio-metric	RHEL 8	Oracle 19c (EE)	11		
16	Risk project	Oracle Linux (Intel)	Oracle 12c (SE)	3		
17	Bob Archival DB for Reporting	Linux (Intel)	Oracle 19c-EE	1175.95		
18	AML project	Windows 2016 SE	MySQL-5.7 (CE)	29		
19	E-learning project	Windows 2016 SE	MySQL-5.7 (CE)	1		
20	Loan Certificate project	Windows 2016 SE	Maris DB-10.4.19 (CE)	1		
21	Intranet project	Windows 2016 SE	MySQL-5.6 (CE)	1		
22	ALM FTP project	Windows 2016 SE	MSSQL 2015	2		
Total Size in GB				15,353.90		
Total Size in TB				14.99		

DC <> DR Connectivity : Dedicated lease lines from Bhutan Telecom

Recovery time Objective to DR : 90 minutes

Recovery Point Objective to DR : 30 minutes.

No of user (concurrent):

Business user : 20

Power User : 30

Super User : 10

N.B: Above mentioned information is indicative not exhaustive.

Annexure XXXI - Stack Conformation form

(Note: - Bidder needs to submit this letter on their letter head sully signed andstamp by Authorized signatory)

To,
The Director ICT & Innovation,
Bank of Bhutan, Corporate Office
Norzin Lam, Thimphu

Dear Sir,

Sub: Bid for Supply, Installation, Implementation, Integration, Post-Implementation Onsite Operations and Support of in-Premise End-To-End Data Analytics with Business Insights Solution [Central Data Repository (CDR)] Project.

We hereby confirm that we have proposed below mentioned stack and there are no option quoted for any components

SL. no	Component	OEM	Model / version
1	BI Tool		
2	ETL Tool		
3	Data Quality		
4	Data Mining		
5	Meta data		
6	In Memory		
7	Application for Providing dashboard, Scorecards etc.		
8	Visualization		
9	Data Archival Tool		
10	Backup solution		
11	Server		
12	Database		
13	Storage		
14	Virtualization		
15	Operating System		
16	Any Other component		

Signature of Authorized Official

Name and Designation with Office Seal:

Place:

Date:

