



**R I C B**

**REQUEST FOR PROPOSAL(RFP)**

**for**

**Implementation of BFRS 9 ECL model Software at RICB**

**Tender Reference Number: RICB/CO/GAD-Store (01)/2023/14305**  
**dated: 13/09/2023**

**Last date/time for submission of tender : 28<sup>th</sup> Sept, 2023 by 11:30 AM**

**Date and time for the opening of tender : 28<sup>th</sup> of Sept, 2023 at 2.30 PM**

**Address:**

**Royal Insurance Corporation of Bhutan Limited  
P.O. Box- 315,  
Norzin Lam,  
Thimphu: Bhutan  
Tel: +975-2-323487 (ext: 355)  
email- [ict\\_officer@ricb.bt](mailto:ict_officer@ricb.bt) Website: [www.ricb.bt](http://www.ricb.bt)**



***Disclaimer:*** The information provided in response to this Request for Proposal (RFP) will become the property of the RICB and will not be returned. The RICB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The RICB also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

## **CHECKLIST**

The following items must be checked before the bid is submitted:

1. Demand Draft / Pay Order of Nu.1000.00 (Ngultrum One Thousand Only) inclusive of taxes, in Envelope – ‘A’ towards the cost of RFP.
2. Demand Draft / Banker’s Cheque / Bank Guarantee of BTN/INR 150,000/- (Ngultrum/Rupees one hundred fifty thousand Only) towards Bid Security in Envelope – ‘A’ Earnest Money Deposit (EMD)
3. Eligible, Technical, and Commercial Bids prepared in accordance with the RFP document.
4. Envelope ‘A’ Eligibility Criteria Response.
5. Envelope ‘B’ Technical Response
6. Envelope ‘C’ Commercial Bid.
7. Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – ‘B’.
8. All the pages of Eligibility Criteria Response, Technical Bid, and Commercial Bid, and any other documents submitted duly sealed and signed by the authorized signatory.
9. All relevant certifications, and audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
10. Prices to be quoted in Bhutanese Ngultrum.





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## **ABBREVIATIONS AND ACRONYMS**

The following abbreviations and acronyms defined in this RFP are as under

BG – Bank Guarantee

EMD – Earnest Money Deposit

IPO – Intellectual Property Owner

IPR – Intellectual Property Rights

RICB – Royal Insurance Corporation of Bhutan Limited

OEM – Original Equipment Manufacturer

RFP – Request for Proposal in Context

PBG – Proforma Bank Guarantee

SRS- System requirement specification

BRD- Business requirements document

IFRS- International financial reporting standards

BFRS- Bhutanese financial reporting standards

SoW- Scope of Work

ToT- Training of trainers

NDA- Non-disclosure agreement





### Section 1 – BID Schedule and Address

Sl.No.	Description	Detailed Information
1	Name of Project	Implementation of IFRS 9/BFRS 9 ECL model software at RICB
2	Tender Reference Number	
3	Date of release of Bidding Document (email to ict_officer@ricb.bt/sonam_wangchuk1@ricb.bt)	
4	Last date and time of receiving vendor Pre-bid clarifications in writing	
6	Address Bid submission	The Chairperson, Tender Committee, Royal insurance Corporation of Bhutan Limited, P.O. Box-315, Norzin Lam, Thimphu: Bhutan
7	Last date and time for Bid Submission	28/09/2023, 11.30 AM
8	a) Date and Time of Opening Envelope A & B i.e., Eligibility criteria & Technical Response  b) Date and time of opening Envelope C i.e., Commercial Bid	a) 28/09/2023, 2.30 PM at Board Room  b) Will be intimated later to the eligible technically qualified Bidders.
9	Place for Eligibility, Technical & Commercial Bid Opening.	
10	Name and Address for communication	Sonam Wangda (sonam_wangda@ricb.bt) or Pema Yangchen (pema_yangchen@ricb.bt)
11	Bid Related Queries	Sonam Wangchuk (sonam_wangchuk1@ricb.bt)
12	Bid Cost	INR/Nu. 1000.00
13	Bid Security	INR/Nu. 150,000.00

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & address for Commercial Bid Opening will be intimated later to the eligible Bidders.
3. Bid Cost: DD shall be made in favor of "Royal Insurance Corporation of Bhutan Limited" of amount BTN 1000.00 (Non-Refundable) payable at Thimphu, Bhutan.





## Section 2 - Introduction

### 2.1. Background

The Royal Insurance Corporation of Bhutan Limited (RICB) was incorporated on 7<sup>th</sup> January 1975 under the Charter of His Majesty the Fourth Druk Gyalpo Jigme Singye Wangchuck, primarily to meet the Insurance needs of its citizens as well as to actively participate in the economic development of the nation. It has grown from strength to strength over the years in keeping with the nation's march towards the goal of economic growth, self-reliance, and Gross National Happiness. Royal insurance Corporation of Bhutan Limited (RICB), is a company that provides multiple financial products/services within and outside the country.

The Accounting and Auditing Standards Board of Bhutan (AASBB) has directed to adopt Bhutan Accounting Standards (BAS) and Bhutan Financial Reporting Standards (BFRS) in three phases. Phase-I started in 2013 and phase III is expected to be adopted in 2018. However, due to COVID-19 implementation was postponed till 2022.

Subsequently, RMA issued the directives vide RMA/DFRS/34/2021-2022/4076 dated 7<sup>th</sup> March 2022 to implement the Guidelines and Standard Operating Procedure on the adoption of BFRS 9- financial instrument.

Based on the above directives, the RICBL would like to adopt BFRS 9, ECL standards to be in compliance with BAS/BFRS standards issued by AASBB and RMA. The most complicated and challenging provision in BFRS standard is the Asset impairment under Expected Credit Loss (ECL) modelling and that can be done only by market tested software. This cannot be done manually, and the present system does not have the capability to generate the loan loss provision based on the ECL modelling.

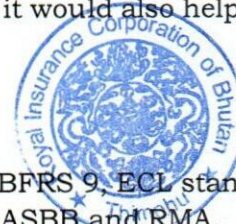
The preparation of financial statements in conformity with BFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying accounting policies. The areas involve a higher degree of judgement or complexity, where assumptions and estimates are significant to the financial statement.

Therefore, based on the above and due to sheer size of data and volume of transactions in Credit business, it has become critical for the RICBL to adopt technology for computation of provision under BFRS 9, Standards. Implementing software would not only automate computation of the ECL, it would also help us to compute the provision easily and accurately.

### 2.2. Objective of this RFP

The objective of this procuring ECL system will be to adopt BFRS 9, ECL standards to be in compliance with BAS/BFRS standards issued by AASBB and RMA.

With implementation of ECL system, RICBL will adopt technology for computation of provision under BFRS 9, Standards. Implementing software would not only automate computation of the ECL, it would also help us to compute the provision easily and accurately.





### **Section 3 - Scope of Work**

#### **3.1. Scope:**

The scope of the work is to study, develop, implement, and deploy complete IFRS 9/ BFRS 9 ECL modelling software at RICB.

The vendor is required to follow the technical specification mentioned in Annexure J1- Technical Requirement Specification.

The mentioned scope can be amended, or additional requirement given and is not the final or ultimate scope of the work.

#### **3.2 Deliverables:**

The deliverables must be delivered within the timeline and should be with the latest document wherever possible, and the following are the required deliverables:

1. SRS/BRD documents
2. IFRS 9/ BFRS 9 ECL model document of RICB
3. Latest system manual (based on system delivery of RICB)
4. Training Materials for user/ToT

#### **3.3. Single Point of Contact**

The shortlisted L1 Bidder shall appoint a single point of contact with whom RICB will deal for any activity pertaining to the requirements of this RFP.



## Section 4 – Eligibility Criteria

### 4.1. Pre-requisite

The Bidder should possess the requisite experience, resources, and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully implement the replication solution and support services sought by RICB for the entire period of the contract. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

### 4.2. Eligibility Criteria

Sl. No.	Eligibility Criteria	Response Document
1	The bidder should be a Company registered under the Companies Act or any relevant agency for the last three (3) years.	Registration Certificate
2	The bidder should be a profit (profit after tax) making company in the last financial year (or Calendar year or the Bidder's financial year).	This must be supported by audited financial statements (Reports)
3	The bidder should provide satisfactory performance certificates from two customers where the bidder has provided same consultancy/implementation done in last 3 Years.	Customer reference letters 1. Purchase Order 2. Satisfactory performance Report
4	Bidder should have minimum 3 nos. of experienced resources with Lead Implementer having relevant qualification/certification & minimum 3 nos. of resources having more than 2-3 years' experience in similar implementation.	Provide suitable documentary evidence.
5	The bidder should not be currently blacklisted by any bank / institution in Bhutan or abroad. The Bidder should submit self-declaration on letter head of bidder with seal and signatory.	Declaration

The Bidder is required to mandatorily submit eligibility documents mentioned in Envelope 'A' Eligibility Criteria Response for assessment and non-compliance will result in non-responsiveness.

The bidder should submit relevant and verified documentary proof on every requirement above. Failure to provide the desired information and documents may lead to the disqualification of the Bidder.





## Section 5 – Instruction to Bidders

### A. The Bidding Document

#### 5.1. RFP

- a) RFP shall mean Request for Proposal.
- b) Bid, Tender and RFP are interchangeably used to mean the same.
- c) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- d) RICB reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
- e) The Bidder must disclose any actual or potential conflict of interest with RICB.

#### 5.2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and RICB shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP document is non-transferable, and the cost of the RFP document is non-refundable.

#### 5.3. Content of Bidding Document

The Bid shall be in one envelope containing three (3) separate envelopes, i.e. Envelopes A, B and C.

The contents of the Envelopes are given in clause 5.14.

#### 5.4. Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify RICB in writing at RICB's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

The Bidders shall submit the queries only in the format given below:

Sl. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

Replies to all the clarifications and modifications received through mail and email will be posted on RICB's website. Any modification to the Bidding Documents





which may become necessary as a result of such queries shall be made by RICB by issuing an Addendum, which will be hosted on RICB's website.

#### **5.5. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, RICB, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, may amend the Bidding Documents.

Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on RICB's website. The Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its Bid.

In order to provide Bidders reasonable time to take into account the amendment in preparing their bids, RICB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in RICB's website.

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

#### **5.6. Due Diligence**

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

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail.

#### **B. Preparation of Bid**

##### **5.7. Bid Price**

Prices quoted in the Bid should include all costs including all applicable taxes, duties levies, fees etc. whatsoever.

The Taxes should be shown separately in the Price Schedule.

##### **5.8. Earnest Money Deposit (EMD) / Bid Security**

The Bidder shall submit Earnest Money Deposit/ Bid Security of BTN/INR.150,000.00 (Ngultrum / Rupees one hundred fifty thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in Bhutan other than RICB in favor of "Royal Insurance Corporation of Bhutan Limited" payable at





Thimphu, or by way of a Bank Guarantee valid for 180 days issued by a scheduled bank as per format in Annexure A1 or A2.

EMD is non-interest bearing and no interest will be paid on the EMD.

#### **5.9. Return of EMD**

- a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- b) The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

#### **5.10. Forfeiture of EMD**

The EMD made by the Bidder will be forfeited if:

- a) The Bidder withdraws his Bid before opening of the bids.
- b) The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- c) The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- d) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f) Failure to accept the order by the Selected Bidder within 15 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of RICB. However, RICB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- g) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such an instance, RICB at its discretion may cancel the Order placed with the selected bidder without giving any notice.

#### **5.11. Period of Validity of Bids**

Bids shall remain valid for a period of 180 days after the date of Bid opening as mentioned in Section 1 or as may be extended from time to time. RICB holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

#### **5.12. Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, RICB may request the Bidder's consent to an extension of the validity period. The request and





response shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable. The EMD / Bank Guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

#### **5.13. Format of Bid**

The Bidders shall prepare one hard copy of the entire Bid and one 'soft copy' of the Technical Bid marking it as "Technical Bid – Soft Copy".

#### **5.14. Signing of Bid**

The Bid shall be sealed and signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be sealed and signed/initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be sealed and signed/initialed by the person or persons signing the Bid.

The Bid shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

### **C. Submission of Bid**

#### **5.15. 3-Envelope Bidding process**

The Bid shall be prepared in three (3) different envelopes, Envelope A, Envelope B & Envelope C.

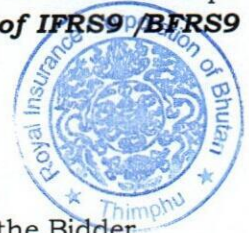
Each of the three (3) Envelopes shall then be sealed and put into an outer envelope marked as **'Request for Proposal (RFP) for Implementation of IPRS9/BIRS9 ECL model software at RICB.'**

The inner and outer envelopes shall

- a) be addressed to RICB at the address mentioned in Section 1
- b) The inner envelopes shall indicate the name and address of the Bidder.
- c) If the outer envelope is not sealed and marked as indicated, RICB will assume no responsibility for the Bid's misplacement or premature opening.

#### **5.16. Contents of the three (3) Envelopes**

**Envelope 'A'** should be super scribed as **'Eligibility Criteria'**. The following documents duly placed in a file shall be inserted inside Envelope A:





- a) Cost of Bid document in the form of Demand Draft/Pay order drawn in favor of "Royal Insurance Corporation of Bhutan Limited" for BTN/INR.1000.00 (i.e. Ngultrum / Rupees one thousand only inclusive of Taxes and levies)

(Note: For those who are not able to avail above form of payment can transfer the amount through RTGS/SWIFT into the RICB account below:

SWIFT CODE: BHUBBTB001

ACCOUNT NUMBER: 100894753

BANK NAME: Bank of Bhutan

Account Holder Namer: Royal Insurance Corporation of Bhutan

Attach the transfer details in the envelope - A)

- b) Bid Earnest Money in the form of Demand Draft / Pay Order – Annexure A1.

OR

Bid Earnest Money in the form of Bank Guarantee – Annexure A2.

OR

(Through cash transfer as per detail in 5.16 (a), however, during refund it will be computed in Ngultrum and any type charges will be levied from the amount refundable)

- c) Bid Offer form (without price) – Annexure B.  
d) Bidder Information – Annexure C  
e) Eligibility Criteria Response Sheet – Annexure D  
f) Declaration of Acceptance of Terms and Conditions – Annexure E  
g) Declaration of Acceptance of the Scope of Work – Annexure F  
h) Power of Attorney or Board Resolution for Signing of Bid – Annexure G  
i) Letter of Undertaking – Annexure H  
j) Pre-Qualification Bid Letter – Annexure I  
k) Declaration Regarding Clean Track by Bidder – Annexure J  
l) Last three years audited balance sheet and profit and loss statements.  
m) Satisfactory performance certificates from two customers where the bidder has provided Similar consultancy services during last 5 years.

**Envelope 'B'** should be super scribed as **'Technical Bid'**:

The following documents duly placed in a file, shall be inserted inside Envelope B:

- a) Technical Evaluation- Annexure T  
b) Bidders Experience – Annexure T1



- c) Client details for Reference– Annexure T2
- d) Line-item wise Masked Price Bid.
- e) RFP document sealed and signed by authorized signatory.

The Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire Bid will be rejected.

**Envelope 'C'** should be super scribed as **'Commercial Bid'**:

- a) Commercial Offer Form – Annexure C1
- b) Commercial Proposal – Annexure C2 and C3  
(The commercial proposal should be inclusive of all taxes and levies wherever applicable)

#### **5.17. Bid Submission**

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.

The offers should be made strictly as per the formats given in the RFP.

#### **5.18. Bid Currency**

All prices shall be expressed in Bhutanese Ngultrum (Bhutanese Firms) and Indian Rupees (for external Firms).

#### **5.19. Bid Language**

All the correspondences and bid submission should be in English Language.

#### **5.20. Rejection of Bid**

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/e-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP.

No Bid shall be rejected at bid opening, except for late bids.

#### **5.21. Deadline for Submission**

The last date of submission of bids is given in Section 1, unless amended by RICB through public announcement and through its website.





#### **5.22. Extension of Deadline for submission of Bid**

RICB may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through RICB website, in which case all rights and obligations of RICB and Bidders will thereafter be subject to the deadline as extended.

#### **5.23. Late Bid**

Bids received after the scheduled time will not be accepted by RICB under any circumstances.  
RICB will not be responsible for any delay due to postal service or any other means.

#### **5.24. Modifications and Withdrawal of Bids**

Bids once submitted will be treated as final and no further correspondence will be entertained on this.

No Bid will be modified after the deadline for submission of bids.

#### **5.25. Right to Reject, Accept/Cancel the bid**

RICB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

RICB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. RICB also has the right to re-issue the Tender without the Consultants' having the right to object to such re-issue.

#### **5.26. Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

*Stage 1* – Envelopes A & B will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

*Stage 2* – Envelope C will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.





## Section 6 - Bid Opening

### 6.1. Opening of Bids

Bids will be opened in 2 stages:

- a. Stage 1 - In stage 1 only Envelopes A & B will be opened.
- b. Stage 2 - In stage 2 only Envelope C will be opened.

### 6.2. Stage 1 - Opening of Envelopes A & B

RICB will open Envelopes 'A' & 'B' in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by RICB from time to time.

The representatives of the Bidders have to produce an authorization letter / identity card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of RICB.

The Bidders' representatives who are present shall sign the register, evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for RICB, the bids shall be opened at the appointed time and place on next working day.

Only those Bids which meet eligibility and technical criteria will qualify for commercial evaluation.



### 6.3. Stage 2 - Opening of Envelope C

Those Bidders who meet the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the Commercial Bids.

The representatives of the Bidder must produce an authorization letter / Identity Card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of RICB.

The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for RICB, the Bids shall be opened at the appointed time and place on next working day.



## Section 7 – Bid Evaluation

### 7.1. Preliminary Examination of Bids

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address RICB's requirements and objectives. RICB will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.

RICB may waive any minor informality, non-conformity or irregularity in the Bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

To assist in the examination, evaluation, and comparison of bids RICB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

Written replies submitted in response to the clarifications sought by RICB, if any, will be reviewed.

RICB may interact with the Customer references submitted by Bidder, if required.

If a Bid is not substantially responsive, it will be rejected by RICB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. RICB's determination of bid responsiveness will be based on the content of the bid itself.

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder.

#### Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Scope of Work (requirements) as specified in the RFP.
- b) To assist in the examination, evaluation and comparison of bids RICB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- c) Written replies submitted in response to the clarifications sought by RICB, if any, will be reviewed.
- d) Presentations on the skills, services provided etc., from the short-listed Bidders. Such presentations will become part of the technical evaluation.





- e) RICB may interact with the Customer references submitted by bidder, if required.
- f) Documentary evidence for the scope of work already executed by the bidder.
- g) The bidder should have experienced and skilled professionals having relevant qualification/certifications in Project Management/ ITIL/ ITSM to carry out this consultancy work at RICB. Comparison of Skilled resources will be done based on the no. of resources with desired certifications.

Technical evaluation matrix is given below.

Sl.No.	Technical Evaluation	Expected Response from Bidder	Marks
1	Proposal on Scope of Work (requirements) as specified in the RFP.	Methodology (10) Approach & Framework /model (10) Schedule/Timeline (10)	30
2	Customer references submitted by bidder	5+ references -20 4-5 references-15 3 references- 10 1-2 references - 5	20
3	Documentary evidence for the scope of work already executed by the bidder within last three (3) years in same area.	Executions more than 7 (20) 5-7 (15) 3-5 (10) 1-3 (5)	20
4	Experienced and skilled professionals having relevant qualification/certifications with experience in such implementations. Comparison of Skilled resources will be done based on the no. of resources with desired certifications/ qualifications. Summary Document and copy of individual certificates.  Please mention the no. of professionals and their certifications in summary.	Lead qualification- 10 Resource's qualification and experiences - 10 Number of professionals - 10	30
	<b>Total Technical Score (TS)</b>		<b>100</b>



**Bidders scoring more than or equal to 70% will qualify for Commercial Bid opening.**



## 7.2. Evaluation of Commercial Bids

7.2.1 Commercial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.

The calculation for Financial will be as follows:

$$\text{Financial Score} = (\text{Lowest Quoted Price (F}_L\text{)} / \text{Bidder Quoted Price (F}_B\text{)}) \times 100\%$$

The Financial score will be converted to 30% and will be added to Technical Score (70%) and the highest score or the best bid will be determined (H1) for quality and cost-based selection (QCBS).

The RICB may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the RICB shall be final and binding on all the Bidders to this document. The RICB reserves the right to accept or reject an offer without assigning any reason whatsoever.

7.2.2 Arithmetic errors in the Bids submitted shall be treated as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the RICB, there is obviously a gross error such as a misplacement of a decimal point, in which case the line-item total will govern.
- c) Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.





## Section 8 – Terms and Conditions

### 8.1. Definitions

“Contract” means the Contract Agreement entered into between RICB and the Bidder.

“Contract Period” means the period mentioned in the Contract.

“Contract Price” means the price or prices arrived at which will form the Contract Agreement.

“Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

“Bidders” means bidder selected through this RFP process.

“Project” means the entire scope of work as defined in the RFP.

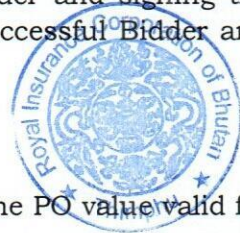
### 8.2. Notification of Award or Purchase Order

After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, RICB will send Notification of Award or Purchase Order to the selected Bidder.

Upon the successful Bidder accepting the Purchase Order and signing the contract and NDA, RICB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 8.3. Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the PO value valid for the contract period of the PO. Successful Bidder will submit Performance Bank Guarantee as per RICB format attached vide Annexure-K hereto, within 14 days of receipt of the Notification of Award or Purchase Order. Upon the receipt of Performance Bank Guarantee, RICB will discharge EMD of the Successful Bidder. The Performance Security deposit may be forfeited in case any terms and conditions of the contract are fringed or bidder fails to make complete supply satisfactory or complete work within the completion period agreed in contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract and bidding documents which formed part of the contract.





#### 8.4. Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

Commercial Bid should be inclusive of all taxes, duties, charges and levies.

The benefits realized by the Bidder due to lower rates of taxes and levies shall be passed on by the selected Bidder to RICB.

#### 8.5. TimeLine and Schedule:

This Request for Proposal (RFP) represents one of several steps taken to assist the RICB in deriving efficient solutions that will meet its business requirement. The RICB reserves the right to adjust the RFP schedule listed below:

Sl. No.	Activity	Date/timeline
1	SRS/BRD development	2 weeks
2	IFRS9/BFRS 9ECL model document for RICB	2 weeks
3	Systems implementation	12 weeks
4	UAT	5 days
5	Final Launch	

The RICB will do all that is feasible within foreseeable limits to ensure strict adherence to this timeline. The assignment is expected to be completed within a period of 180 days from the date of signing of the contract.

#### 8.6. Payment Terms

Payment shall be made as given below.

- a. No advance payment will be made.
- b. Payment shall be made as per deliverables.
- c. Consolidated amount will be quoted in BTN/INR; No separate taxes or expenses would be paid.

Tax will be deducted at source as per law at 3% for third country bidders and 2% for local bidders.





### 8.7. Payment Schedule

The payment will be made in accordance with the schedule as below:

Sl. No.	Payment amount (%)	Activities
1	10%	After Submission of Performance Guarantee
2	20%	After Successful Completion SRS/BRD Document
3	20	After completion of IFRS9/BFRS 9 model document
4	30%	After Successful Completion UAT
5	20%	Successful completion of the project

Note: the TDS deduction will be done in accordance with prevailing rules.

### 8.8. Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

### 8.9. Extension of Purchase Order & Repeat order

The term of this Contract shall be for a period from the date of **Implementation of IFRS9 /BFRS9 ECL model software at RICB** and acceptance of the same by RICB. RICB reserves the right to extend the contract subsequently. RICB has also right to place repeat order to the Bidder for any of the services mentioned in the RFP.

### 8.10. Intellectual Property Rights:

All rights, title and interest of RICB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of RICB and the bidder shall not be entitled to use the same without the express prior written consent of RICB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this RFP.

### 8.11. Facilities Provided by RICB:

RICB shall provide seats, with required facilities like desktop/laptop, internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, the penalty as deemed fit shall be imposed and recovered from the pending bills of the bidder.



### **8.12. No Damage to RICB Property**

Bidder shall ensure that there is no loss or damage to the property of RICB while executing the Contract. In case it is found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel of the Bidder, the amount of loss/damage so fixed by RICB shall be recovered from the Bidder.

### **8.13. Indemnity**

The Bidder shall indemnify, protect and save RICB and hold RICB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- b) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- c) bonafide use of the deliverables and or services provided by the Bidder,
- d) misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- f) breach of confidentiality obligations of the Bidder,
- g) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor, or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify RICB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on RICB for malfunctioning of the equipment or software or deliverables at all points of time, provided however, RICB notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

The Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of the Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify RICB (including its employees, directors, or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.





- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Bidder, its employees, sub-contractor, and agents.
- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by RICB arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save RICB against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws in respect of all the hardware, software and network equipment or other systems supplied by them to RICB from whatsoever source, provided RICB notifies the Bidder in writing as soon as practicable when RICB becomes aware of the claim however,

- a) the Bidder has sole control of the defense and all related settlement negotiations.
- b) RICB provides the Bidder with the assistance, information, and authority reasonably necessary to perform the above and
- c) RICB does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where RICB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential, and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by RICB arising out of claims made by its customers and/or regulatory authorities.

#### **8.14. Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential, and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by RICB arising out of claims made by its customers and/or regulatory authorities.





### 8.15. Liquidated Damages

In case the services are not completed within the mentioned benchmarked period or any extended period (in writing) by RICB then the penalty would be imposed at the rate of 0.5% of the total cost for every week of delay.

The total amount of liquidated damages under this engagement shall not exceed 10% of the total value of the contract/PO.

### 8.16. Fraudulent and Corrupt Practice

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the RICB of the benefits of free and open competition.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) RICB will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

### 8.17. Force Majeure

Notwithstanding the provisions of the RFP, the successful bidder or RICB shall not be liable for penalty or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving RICB or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If **force majeure** situation arises, the bidder shall promptly notify RICB in writing of such condition and cause thereof. Unless otherwise directed by RICB in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

### 8.18. Work Order cancellation

RICB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to RICB alone.

- a. Serious discrepancy observed during performance as per the scope of project.
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.





**In case of work order cancellation**, any payments made by RICB to the Bidder would necessarily have to be returned to RICB with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate RICB for any direct loss incurred by RICB due to the cancellation of the contract and any additional expenditure to be incurred by RICB to appoint any other Bidder. This is after repaying the original amount paid.

#### **8.19. Termination of Contract**

- a. **For Convenience:** RICB by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective.
- b. **For Insolvency:** RICB may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RICB.
- c. **For Non-Performance:** RICB reserves its right to terminate the contract in the event of the Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by RICB).

#### **8.20. Resolution of Disputes**

All disputes or differences between RICB and the Bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance ADR Act of Bhutan 2013 or as may be amended from time to time.

The Royal Court of Justice, Thimphu, Bhutan shall have an exclusive jurisdiction to hear, adjudicate and decide the matter in the event the dispute cannot be resolved through arbitration or the parties are not satisfied with the arbitral award.

#### **8.21. Governing Law**

This Agreement, and any non-contractual obligations arising out of this Agreement, shall be governed by, and construed in accordance with the laws of the Kingdom of Bhutan.

#### **8.22. Addresses for Notice/s**

The following shall be address of RICB and Bidder.

RICB address for notice purpose:

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315, Norzin Lam, Thimphu: Bhutan

(Bidder's address for notice purpose :( To be filled by the Bidder)





**Section 9 - Documents forms to be put in Envelope 'A'**

**1. Annexure A1 - Bidder's Letter for EMD / Bid Security**

**To**

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315,  
Norzin Lam  
Thimphu: Bhutan

**Subject: RFP No. RICB: RFP: ..... dated ..... for "Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB"**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of BTN/INR 150,000.00 (Ngultrum / Rupees one hundred fifty thousand only). This EMD is as required by clauses 5.8 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:



*RICB Confidential*



**2. Annexure A2 - Bid Security (Bank Guarantee)**

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Royal Insurance Corporation of Bhutan limited, P.O Box 315, Norzin Lam,  
Thimphu: Bhutan**

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under

**Subject: RFP No. RICB: ..... dated ..... for "Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB"**

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of BTN/INR 150,000.00(Ngultrum / Rupees one hundred fifty thousand only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of the terms of the Request for Proposal.

\_\_\_\_\_  
*[signature(s)]*









We agree to abide by this offer till 180 days from the last date stipulated by RICB for submission of bid, and our offer shall remain binding upon us and may be accepted by RICB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information / data / particulars furnished in our bid are factually correct. We also accept that in the event of any inconsistency/incorrect information / data are found, RICB will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that RICB may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of "Royal Insurance Corporation of Bhutan Limited" or Bank Guarantee valid for \_\_\_days for an amount of BTN/INR 150,000 (Nu/Rs. One hundred fifty thousand only) payable at Thimphu, Bhutan.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the Company:

Name of Company/Firm:

Address





#### 4. Annexure C - Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
8	Permanent Account Number (PAN) /Taxpayer Number (TPN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2019-2020	2020-2021	2021-2022
15	Net worth			
16	Turn Over			
17	PAT			

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place: \_\_\_\_\_





### 5. Annexure D - Eligibility Criteria Response

Sl. No.	Eligibility Criteria	Response Document
1	The bidder should be a valid and registered Company for the last 3 years.	Registration Certificate
3	The bidder should be a profit (profit after tax) making company in the last financial year i.e., 2021-2022 (or Calendar year 2021 or the Bidder's financial year).	This must be supported by audited financial statements (Reports) for the financial year or the Bidders' last financial year.
4	The bidder should provide satisfactory performance certificates from two customers where the bidder has provided similar consultancy services during last three years.	Customer reference letters
5	The bidder should not be currently blacklisted by any bank / institution in India or abroad.	Declaration

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_





**6. Annexure E – Declaration for Acceptance of RFP Terms and Conditions**

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315,  
Norzin Lam,  
Thimphu: Bhutan

Sir,

**Subject: RFP No. RICB:..... dated ..... for “Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB”**

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:







**8. Annexure G – Power of Attorney**

(On Stamp paper of relevant value or with legal stamp)

We \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “\_\_\_\_\_” in response to the RFP No. \_\_\_\_\_ by RICB, including signing and submission of all the documents and providing information/responses to RICB in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

For \_\_\_\_\_.

(Signature of the principal)  
(Name)  
Designation  
Address

Accepted  
(Signature of the attorney)  
Name  
Designation  
Date:  
Business Address:





**9. Annexure H - Letter of Undertaking**

(On Bidder's Letter Head)

To

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315,  
Norzin Lam  
Thimphu: Bhutan

Sir,

**Reg.: Our bid for Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB.**

We submit our Bid Document herewith.

We understand that:

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Yours faithfully

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_



## 10. Annexure I - Pre-Qualification Bid Letter

To

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315,  
Norzin Lam,  
Thimphu: Bhutan

**Subject: RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for "Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB".**

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document dated \_\_\_\_\_ along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Bank Guarantee for the sum of BTN/INR \_\_\_\_\_/- (ngultrum/Rupees \_\_\_\_\_ only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

RICB Confidential





**11. Annexure J - Declaration regarding Clean Track by Bidder**

(On Bidder's Letterhead)

To

The Chief Executive Officer  
Royal Insurance Corporation of Bhutan limited,  
P.O Box 315,  
Norzin Lam  
Thimphu: Bhutan

Sir,

**Re: RFP No. RICB: \_\_\_\_\_ dated \_\_\_\_\_ for "Request for Proposal (RFP) for Implementation of IFRS9 /BFRS9 ECL model software at RICB"**

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/blacklisted by any Government / Semi Government organizations/ Institutions in Bhutan or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

<b>Sl.No.</b>	<b>Country in which the company is debarred /blacklisted /case is pending</b>	<b>Blacklisted/debarred by Government / Semi Government organizations/ Institutions</b>	<b>Reason</b>	<b>Since when and for how long</b>

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



## 12. Annexure T – Technical Evaluation

Sl. No.	Technical Evaluation	Expected Response from Bidder	Marks
1	Proposal on Scope of Work (requirements) as specified in the RFP.	Methodology (10) Approach & Frame works (10) Schedule/Timeline (10)	30
2	Customer references submitted by bidder	5+ references -20 4-5 references-15 3 references- 10 1-2 references - 5	20
3	Documentary evidence for the scope of work already executed by the bidder within last three (3) years in same work done or completed.	Executions more than 7 (20) 5-7 (15) 3-5 (10) 1-3 (5)	20
4	Experienced and skilled professionals having relevant qualification/certifications with experience implementation of IFRS 9 ECL software. Comparison of Skilled resources will be done based on the no. of resources with desired certifications/ qualifications. Summary Document and copy of individual certificates.  Please mention the no. of professionals and their certifications in summary.	Lead qualification- 10 Resource's qualification and experiences – 10 Number of professionals - 10	30
<b>Total Technical Score (TS)</b>			<b>100</b>

**Bidders scoring equal to or more than 70% will qualify for Commercial Bid opening.**





**Section 10 – To be put in Envelope ‘B’**

**1. Annexure T1 - Bidder’s Experience**

**A - Bidder’s Organization**

[Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.

**B - Bidder’s Experience**

[Using the format below for each Project for which your company/firm was legally contracted either individually as a corporate entity for supplying licenses and implementing replication solution:

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Institute /Company	
4.	Duration of Project (months)	

**Note:** Please provide documentary evidence from the client wherever applicable.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place \_\_\_\_\_



**2. Annexure T2 - Client Details**

Provide details the client details wherever available:

<b>Sl. No.</b>	<b>Name of Institution</b>	<b>Contact Person Name and Designation</b>	<b>Contact Details with e-mail</b>	<b>Preferable time to contact</b>

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_ -

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_







**2. Annexure C2 - Commercial Format**

**(Summary of Costs)**

<b>Item</b>	<b>Costs (Mention Currency BTN/INR)</b>
Total Cost of Financial Proposal <sup>1</sup>	
<b>Total</b>	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of Date:



<sup>1</sup> Indicate the total costs, net or inclusive of local taxes (as may be the case), to be paid by the procuring Agency.



**3. Annexure C3 - Commercial Format**

Note: The Breakups should include the cost for License Fee (include core software/ additional licenses needed, etc.), Implementation Cost, AMC cost and Hardware details (approximate cost).

**(Breakdown of Costs by Activity<sup>2</sup>)**

<b>Group of Activities (Phase)<sup>3</sup></b> _____ _____	<b>Description<sup>4</sup></b> _____ _____
<b>Cost Component</b>	<b>Costs (Mention Currency BTN/INR)</b>
Remuneration	
Reimbursable Expenses	
Subtotals	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of Date:

2



<sup>2</sup> Annexure C3 shall be filled in at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the consultant shall fill a separate Annexure C3 from for each group of activities.

<sup>3</sup> Name of Activities (phase) should be the same as, or correspond to, the one indicated in the technical

<sup>4</sup> Short description of the activities whose cost breakdown is provided in this from



## Annexure J1 – Technical Requirement Specification

(to be included in envelope B)

The requirements should be completed with the licenses requirements, hardware requirements, other requirements apart from the below:

A	ECL Requirements
1	Supporting both the models to ingest data -
	a. manual upload by business user (with a maker-checker functionality)
	b. Pulling data directly from multiple source systems of the Financial Institution
2	Assesses the appropriateness of the inputs, data, and assumptions to be used in the allowance estimation process (such as historical loss rates, PD, LGD estimates and economic forecasts), how the life of an exposure or portfolio is determined (including how expected prepayments have been considered), the historical time period over which loss experience is evaluated, and any qualitative adjustments
3	Defines the relevant internal and external factors that may affect ECL estimates, such as underwriting standards, insurance, guarantees and industry, geographical, economic, and political factors
4	Allow hosting of more than 1 model for Probability of Default (PD) any portfolio in production environment across the same portfolio at any given date.
5	System should have pre-built approaches for Probability of default computation supporting industry standard techniques like Binomial approach, matrix multiplication approach, vintage analysis approach, roll-rate approach.
6	System should have capability to run multiple PD models and allow financial institution to decide on best suit model for the organisation out of pre-configured multiple models
7	System should come with pre-configured possible approaches for LGD computations such as - workout LGD approach, Hair-cut based approach, Basel IRB defined approach, Frye Jacobs Approach, Regression based approach, Bayesian approach etc.
8	All the possible approaches for EAD computation should be pre-configured in the system such as - regulatory defined CCF, prepayment rate models, CCF based on internal models, cash flow adjustment etc.
9	Allow configuration of various macroeconomic models to estimate PD, LGD & EAD, and see the overall impact for enabling better decisioning making.
10	Effective Interest Rate calculation/ recalculation engine
11	System should support EIR computation for complex products with the following variants
	- Amortization of fees over the life of the instrument
	- Estimation of EIR where fees is deferred by year
	- XIRR computation
	- Variant where fees and principal are in different currencies
	- Variant where fees are bundled together for various products under one GL item
12	System should support ECL computation at both account level as well as at a pool level. It should provide flexibility to select the desired approach from front end.





13	System should provide complete white-box capability where user can drill-down from the final output to the underlying computation logics and dataset used to arrive at end computation.
14	Provide completely automated Attribution Analysis at each ECL component level, i.e., at explain delta changes in:
	a. PD Methodology
	b. LGD Methodology
	c. EAD Methodology
	e. Scenario
	f. Stages
	Allow configuration/ modification to any existing/new formulae used for ECL Computation as per IFRS 9
15	Pre-configured Quantitative disclosure reports availability for the ECL computed numbers
16	Senior management dashboard enabling a drill-down from Customer level to cash flow level ECL computations.
17	System should come with pre-defined data models to support IFRS framework with automated processes to generate ECL
18	Should be web-based solution with inbuild workflow capabilities
19	Does the system provide facility to customize reports and reporting format from the front-end without any need of coding and technical configuration?
20	Does the system describe the computation sequence holistically, it explains every change in the ECL numbers with the help of efficient analytics tools such as Attribution, Variance, What-If analysis and pre-configured dashboard?
21	Does the system provide facility to create scheduler that generates automated reports at user defined frequency and send it to appropriate users for ready consumption?
22	Does the system provide pre-configured out-of-box disclosure reports that are provided to customer as a product standard offering? The reports can be exported in excel format for further analysis and reporting.

<b>B</b>	<b>Future Functional Scalability (Nice to have)</b>
1	Platform should support complete functionality for general ledger reconciliation. It should also allow to pass the difference in the balances as a manual adjustment entry.
2	Platform should support complete suite on Classification & Measurement of financial instrument where it has pre-configured rules to perform asset classification for:
	- Automation of business model assessment - Automation of SPPI testing
3	Platform should support classification into Amortized Cost, Fair Value through Other Comprehensive Income and Fair Value Through Profit & Loss Account
5	Support all mandatory disclosures as per IFRS 7
6	Support valuation as per IFRS 13 for L1, L2 and L3 inputs
7	Supports for extending the Reporting through Chart of Accounts and Financial Reporting Automation
8	Platform should support the need to pass automated IFRS related accounting entries.



9	Platform should support Lease Accounting for Leases as applicable to the Organisation as per IFRS 16
10	IFRS 17 for insurance contracts

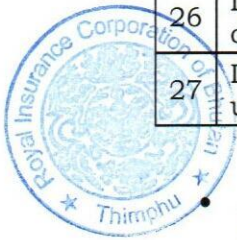
<b>C Operational Capabilities</b>	
1	System should record historical computations and models with detailed audit log for each process performed in system.
2	It should provide complete audit log of key activities across modules like data upload, ECL computations, what-if and scenario analysis and report download.
3	System should have a modular architecture; it is the unified system to serve multiple business problems / use cases in terms of applications; it can be horizontally extended to add more applications like ALM, Model development, Internal Ratings System, Loan Management System etc.
4	Design of the system should be futuristic in nature and architecture supports cloud hosting to support concurrent and interactive workgroup?
5	System should have the capabilities to host in internal server or on cloud depending on Financial Institution's policy and that can be accessible through any web browser.
6	Multiple teams should be able to work together thereby easing the workload and support for ownership for results.
7	System should support maker-checker functionality for key processes like data upload and execution, modification of formula and models etc.
8	Audit log of user actions for modification/creation/deletion of records.
9	Audit Trail for Maker Checker framework to provides more transparency and reliability to stakeholders.
10	Front end capabilities to modify / edit the parameters and rules.
11	System should have the capability to store the documents within the system or with Financial Institution's Data Management System.
12	System should have validation rules to addresses data quality issues.

<b>D Advanced Technology</b>	
1	System should force "new" users to change their password upon first login into the application?
2	System should allow user to change their password at any time or at predefined schedule
3	System should allow administrator to enforce password policy and/or complexity such as minimum length, numbers and alphabet requirements, and upper- and lower-case constraint, etc.
4	System should force password expiration and prevent users from reusing a password.
5	System should automatically lock a user's account after a predetermined number of consecutive unsuccessful logon attempts
6	System should prohibit users from logging into the application from more than one workstation at the same time with the same user ID.
7	System should set automatically log a user off from the application after a predefined period of inactivity.
8	System should support the removal of a user's access privileges without requiring deletion of the user account.





9	System should support audit log tracking
10	Should support capturing data access inquiry activity such as screens viewed, and reports printed.
11	Audit log reports should be available for the current version of this software application. Specify the types of reports and, indicate if additional hardware or software (including any third- party software required to activate or utilize the audit logging and/or reporting feature
12	Indicate how audit log files are protected from unauthorized alteration:
13	Does the application support integrate audit logs with SIEM solutions? If so, please indicate the supported type of communication.
14	Which connection method(s) are used to accomplish remote support? Please specify the method(s).
15	Do you have any concerns with utilizing the institution-owned connection methods for providing remote support?
16	Is the application compatible with commercial off the shelf (COTS) virus scanning software products for removal and prevention from malicious code? If no, indicate what additional security controls are included with the application/system used to mitigate the risks associated with malicious code
17	Does the application's client software operate without requiring the user to have local administrator level rights in order to run the application?
18	Will updates to application software and/or the operating system controlled by a mutual agreement between the support vendor and the Financial Institution?
19	Can the operating system hosting the application (server or client) be updated by the Financial Institution without voiding the application warranty or support agreement? If no, will operating system changes, updates, and patches be provided by the vendor?
20	Indicate how updates to the application are typically handled
21	Do you provide documentation for guidance on establishing and managing security controls such as user access and auditing?
22	Does the application encrypt data before sending it over the Internet or an open network? If yes, indicate the encryption used
23	Indicate the interfacing and format standards the application can accept or use for transferring data
24	Specify the type(s) of secure connection supported by web-based application:
25	Can the system administrator reconfigure to nonstandard port assignments other than the list of registered ports?
26	Does the application have ability to run a backup concurrently with the operation of the application?
27	Does the application include documentation that explains error or messages to users and system administrators and information on what actions required?



Any requirements be it hardware/licenses/other requirement/ requirement specification shall be the responsibility of the vendor and should be provided by vendor without any additional costs if missed during the tender quotation.

Note: During implementation time, if there is requirement of hardware/licenses, RICB will provide if there are free available servers/licenses only.



**Annexure K – Proforma of Bank Guarantee**

Date:

Beneficiary: Royal Insurance Corporation of Bhutan Limited, P.O Box 315, Norzin Lam, Thimphu, Bhutan.

Performance Bank Guarantee No:

We have been informed that----- ( hereinafter called “the Supplier”) has received the purchase order no. “-----” **dated** ----- issued by Royal Insurance Corporation of Bhutan Limited (**RICB**), for ----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required.

At the request of the Supplier, We -----(name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Nu./Rs.----- (in figures) (Ngultrum/Rupees----- (in words)----- only** upon receipt by us of your first demand in writing on or before -----(Date) declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

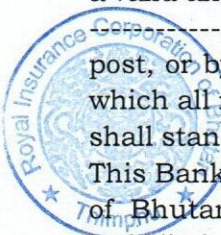
Please note that you may, if you so require, independently seek confirmation with – (Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Nu. /Rs. -----<Amount in figures and words>.

(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of RIBC within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of Bhutan and competent courts in the Thimphu, Bhutan shall have exclusive jurisdiction.





Kindly return the original of this Bank Guarantee to -----  
----- (Bank & Its Address), upon the earlier of (a) its discharge by  
payment of claims aggregating to Nu. /Rs. ----- <Amount in figures & words>. (b)  
Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim  
Expiry Date>

All claims under this Bank Guarantee will be made payable at -----  
----- (Bank & Its Address).

**{Signature of the Authorized representatives of the Bank}**



**Annexure L - Agreement**

**CONTRACT AGREEMENT (Draft)**

FOR Implementation of IFRS9 /BFRS9 ECL model software at RICB

This Contract Agreement for **Implementation of IFRS9 /BFRS9 ECL model software at RICB** ("the Agreement") is made and executed on this ..... ("the Effective Date");

BETWEEN: The Royal Insurance Corporation of Bhutan Limited, a company incorporated under the Companies Act of the Kingdom of Bhutan, having its registered office at Norzin Lam, Post Box No. 315, Thimphu ("**the Client**"), represented by Mr. Karma, the Chief Executive Officer;

AND: M/..... ("**the Consultant**"), represented by ..... (Authorized Representative), .....(Designation);

**WHEREAS:**

1. The Client wishes to engage the Consultant for Implementation of IFRS9 /BFRS9 ECL model software at RICB ("the contract work");
2. The Consultant has agreed to execute the contract work for a sum of BTN/INR .....00 (Ngultrum/Rupees.....) ("the Contract Price") under the terms and conditions set in hereunder and as per Request for Proposal (RFP) by the Client and the proposal for the contract work by the Consultant, and within the scopes and requirement as per the SoW

**NOW THEREFORE**, the **Parties** agree as follows:

**1. Entire Agreement**

This Agreement, together with following documents, shall constitute the entire agreement and shall supersede all previous communications or agreements, either oral or written, between the parties with respect to the subject matter hereof. A duly authorized representative of both the Parties must agree to any modification to any provision of this Agreement in writing. The documents include:

- a. Notification of Award;
- b. The bid response form;
- c. Request for Proposal (RFP);
- d. Technical Bid documents;
- e. Commercial Bid Documents; and
- f. Any other mutually agreed terms and conditions in respect of the contract work





## 2. Responsibilities of the Parties

- 2.1. The Consultant and the Client shall jointly prepare and submit a detailed Project implementation plan based on requirements in Scope of Work.
- 2.2. The Consultant warrants that the Services will be performed in a workmanlike manner in accordance with industry standards and hereby represents and warrants that the Consultant will not use or integrate any third-party materials or data that are not validly licensed to the Client unless authorized by the Client.
- 2.3. Upon completion of each milestone activity, the Consultant shall notify the Client in writing and the Client shall carry out verifications/assessments of the specified activity and report the status, including problems and recommendations. The Client will issue milestone completion certificate only after the problems /recommendations described in the report, if any, have been properly attended to.
- 2.4. Where the Consultant provides services at the Client's office, the Client shall co-operate fully and arrange to make available the Consultant's personnel office space, internet connectivity, printing and stationeries at no cost to the Consultant and uninterrupted access to Client's site at all times as may be reasonably required during the execution of the project.
- 2.5. The Client shall also ensure the safety of the Consultant personnel while working onsite and shall not employ any personnel for works, which are not directly connected with the services to be rendered.
- 2.6. The Client shall assist the Consultant's personnel in the course of their rendering Services under this Agreement and promptly make available necessary information, documentation, assistance, facilities and services, reasonably required by the Consultant or its personnel for the performance of their obligations under this Agreement.
- 2.7. The Consultant's personnel while carrying out the contract work activities in Bhutan or at the Client's premises shall not indulge in any activity that are against the prevailing laws of Bhutan or activities which will create social disharmony or action that infringes the rights of person(s) or will cause harm/injury/loss to the Client or will affect the progress of the project.
- 2.8. In case of non-compliance to clause 2.7 above by the Consultant's personnel, the Consultant shall be fully responsible and liable to the acts and omissions of its personnel and the Client shall be indemnified from such liability. Further, the Consultant shall continue the contract work under this Agreement without any interruptions.
- 2.9. In consideration of the payments to be made by the Client to the Consultant as agreed in this Agreement, the Consultant hereby shall execute the contract work and remedy all its defects therein in all respects in conformity with the provisions of the Contract.





- 2.10. The Client hereby agrees to pay the Consultant the contract price, at the times and in the manner prescribed in the Agreement and/or other contract documents.

### 3. Contract Co-ordination

- 3.1. For the purpose of facilitating due implementation of the Agreement entered into between the parties, each party shall designate one person on the Project working committee as the Project Coordinator.
- 3.2. The Project Coordinator of each party shall be responsible for arranging of meetings, visits and consultation between the parties and for transmission and receipt of deliverables and derivative work under this Agreement.
- 3.3. The Project Coordinator shall also be responsible for receiving all notices under this Agreement and for all administrative matters such as preparing invoices, processing payments and any amendments.

### 4. Contract Price and Payments Schedule

- 4.1. Both the parties have agreed to a sum of BTN/INR (.....) as the total contract price payable to the Consultant.
- 4.2. All payments shall be released as per the RFP Payment Schedule:
- 4.3. The Consultant shall raise the invoice on the completion of the above milestones and accordingly the client shall access and verify on the completion of stated milestones to pass the payment.
- 4.4. The total contract price is inclusive of all taxes applicable during the time of releasing the payments. All payments will be subject to deduction of tax as per the taxation laws and rules of the Royal Government of Bhutan.
- 4.5. The Client shall pay to the Consultant all payments as may become payable under the provisions of the Agreement, and in the manner prescribed in the Agreement.
- 4.6. If the project activity requires the Consultant to depute its personnel at the sites other than project implementation site as defined in this Agreement, the Consultant shall agree to the Client's such requirement. However, all related expenses will be borne by the Client.

### 5. Term and Termination

- 5.1. This Agreement shall commence on the Effective Date and shall remain in force, until the date of completion of the Services (as per the work schedule/ timeline) or unless terminated earlier by mutual consent of the parties in writing or by operation of the provision of this Agreement.
- 5.2. The Client may terminate this Agreement earlier upon a **thirty (30) days written notice to the other if the other party breaches** material terms of this Agreement, or otherwise fails to satisfy any promise or covenant made herein or in any document, and further provided that such party shall fail to cure the said breach or failure within such period, or that the





Client is not satisfied with the competency of the Consultant or its product or services provided.

- 5.3. If there arises circumstances leading to termination of the Agreement after invoking the liquidated damages as per RFP for reasons fully attributable to the Consultant's responsibilities, the Consultant shall refund all payments made till that point of time with interest calculated at 15% per annum in addition to other compensation and damages claimable under the Agreement and the Contract Act of the Kingdom of Bhutan, 2013 for damages caused to the Client due to non-performance by the Consultant.
- 5.4. In the event of breach of contract by either parties, and the remedies for which are not covered under other provisions of this Agreement, the party who suffers from the breach of a contract shall have the remedies provided under the Contract Act of the Kingdom of Bhutan, 2013.

## 6. Notices

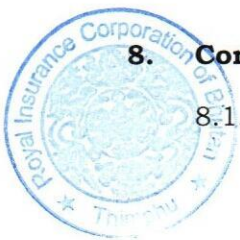
Notices as required under the Agreement, or this Document shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time and shall be sent by certified or registered mail with acknowledgement due on receipt.

## 7. Governing Law and Dispute Resolution

- 7.1. This Agreement, and any non-contractual obligations arising out of this Agreement, shall be governed by, and construed in accordance with the laws of the Kingdom of Bhutan.
- 7.2. Any controversy or dispute arising out of or relating to the Services covered by this Agreement may be resolved by mutual agreement of the Parties through direct negotiation.
- 7.3. In the event the dispute cannot be resolved by mutual agreement or negotiated settlement, the dispute shall be resolved through arbitration in accordance with the ADR Act of Bhutan, 2013 or as may be amended from time to time.
- 7.4. The Royal Court of Justice, Thimphu, Bhutan shall have an exclusive jurisdiction to hear, adjudicate and decide the matter in the event the dispute cannot be resolved through arbitration, or the parties are not satisfied with the arbitral award.

## 8. Confidentiality

- 8.1. The Parties shall not, at any time, during or after the term of this Agreement, divulge, or allow to be divulged, to any person, any Confidential Information (including, but not limited to, any information relating to the accounts, finance, general commercial agreements, contractual arrangement, products, business, or affairs) of the Parties unless the said information comes into the public domain.





- 8.2. Notwithstanding anything contained in this clause, no Party shall be precluded from disclosing any information to the extent required in compliance with law, or with the prior written consent of the other Party.
- 8.3. The parties shall execute and sign a Non-Disclosure Agreement separately immediately after executing and signing this Agreement.

## **9. Miscellaneous**

- 9.1. In performing the Services, the Consultant shall comply with all laws, rules and regulations that may be in effect from time to time.
- 9.2. Both the Parties shall not do anything contrary to laws or indulge in corrupt practices under the Indian and/or the Bhutanese Laws.

## **10. Distinct Identities**

This Agreement is not intended to create any relationship in the nature of a partnership, franchise, joint venture, or agency. Neither Party shall act in a manner that expresses or implies a relationship other than the tasks specified in the Request for Proposal document.

## **11. Limitation of Liability**

Neither Party shall be liable for any indirect, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury that may arise out of or be caused in connection with or result from agreement and other obligations undertaken under the terms of this Agreement.

## **12. No Employer-Employee Relationship**

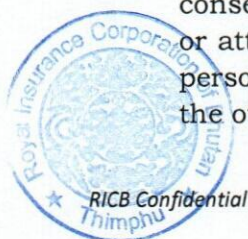
Both the parties agree that either Party or any of its holding/subsidiary/joint-venture companies or any of their employees shall not have any employer-employee relationship with the other Party or any of its employees.

## **13. Indemnity for breach**

The defaulting party shall indemnify and hold the non-defaulting party harmless from any loss, damage, liabilities or expense that may arise or be caused by failure to adhere to or comply with any of the terms and conditions of this Agreement.

## **14. Non-Solicitation**

The Parties herein shall not, during the term of the agreement and for a period of 2 years from the completion of software warranty support, without written consent of the other party, directly or indirectly recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with any person who has been an employee or associate or engaged in any capacity, by the other Party in rendering services under this Agreement.





**15. Amendment**

Any amendment to this Agreement shall be made in writing under hand and seal of both the Parties.

To evidence the parties' agreement to this Agreement, the parties have signed and delivered it on the date specified herein.

**ON BEHALF OF THE CLIENT**

**ON BEHALF OF THE CONSULTANT**

**Authorized Signature**

**Authorized Signature**

**Chief Executive Officer**

**<<Designation>>**

**Client's Witness**

**Consultant's Witness**

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Contact No.....

Contact No.....

