

**REQUEST FOR PROPOSAL (RFP)
FOR PROVIDING SECURITY SERVICES**



R I C B

"Your partner for growth and security"

Last date/time for submission of tender : 31st of March, 2023 by 11:30 AM

Date and time for opening of tender : 31st of March, 2023 at 2.30 PM

Royal Insurance Corporation of Bhutan Limited

Corporate Office: Thimphu

Post Box: 315

Tel + 975-2-321161, 323487

Fax: 02-323677

Email: gad_co@ricb.bt

Website: www.ricb.bt



INVITATION FOR BIDS

The Royal Insurance Corporation of Bhutan Limited, Thimphu would like to invite sealed bids from the interested eligible Bhutanese having valid trade license for providing security services to our Corporate Office, Thimphu and Main Branch Office, Phuentsholing as per the details given below:

Sl. No.	Office Location	Requirement	Total	Contract Term
1	Corporate Office, Thimphu	<ul style="list-style-type: none">• 1 Supervisor• 6 security guards	7	2 years
2	Main Branch, Phuentsholing	<ul style="list-style-type: none">• 1 Supervisor• 5 security guards	6	
Total security personnel required			13	

- RICB will not be responsible for any costs or expenses incurred by the bidders in connection to preparation and/or delivery of bids.
- The bidder should clearly indicate the delivery period and validity period of Tender.
- The tender documents can be downloaded from our website <https://www.ricb.bt> and non-refundable tender fee of Nu.1000/- (Ngultrums one thousand) must be deposited before submission of bid.

Interested bidders may contact us at 321161/323487 (Ext. No. 626/712) during office hours.



INSTRUCTIONS TO BIDDERS

1. Scope of bids / work

“Royal Insurance Corporation of Bhutan Limited (RICB) hereinafter referred to as “the Client” invites bids from the eligible Bhutanese license holders for providing security services at the Corporate Office, Norzin Lam, Thimphu and Main Branch Office, Phuentsholing.

2. Cost of bidding

The bidder shall bear all costs associated with the preparation and delivery of bid, and the Client will not be responsible or liable for these costs.

3. Bid price

- 3.1 The bidders should submit bid price as per the service requirement mentioned in the invitation for bids.
- 3.2 The prices submitted as response to this bid should be inclusive of all applicable taxes/duties. The Client shall not be responsible for any payment beyond the quoted price and the bidder should bear all/additional expenses.

4. Bid Security/Earnest Money Deposit (EMD)

- 4.1 The bidder should submit the Bid Security/Earnest Money Deposit (EMD) of 2% of the bid amount in form of either demand draft, cash warrant or bank guarantee issued by the Financial Institution in Bhutan other than RIBC. **The original copy of the EMD must be attached with Duplicate/Copy of the bid documents.**
- 4.2 The Bid security/Earnest Money Deposit (EMD) of unsuccessful bidders shall be refunded only after the completion of evaluation report and receipt of acceptance letter by the successful bidder.
- 4.3 The Bid Security/EMD shall be forfeited if:
 - a. If a bidder withdraws its bid during the period of bid validity; or
 - b. In case of the successful bidder, if the bidder fails to sign the contract or fails to furnish performance security within prescribed time or submitting false, incorrect or misleading information.

5. Bid validity period

- 5.1 The bid of the successful bidder shall remain valid for 2 years from the date of opening of bid documents.
- 5.2 The successful bidder shall neither withdraw the bid nor compromise/change the rates within the validity period of bid.

6. Sealing, submission and openings of bids

- i. The sealed bids submitted by the bidders shall consist of the following documents:
- ii. Bid document duly filled and signed on every page;
- iii. A copy of the valid Trade Licence;
- iv. A copy of the valid Tax Clearance Certificate;
- v. Copy of financial statements of profit and loss account and other comprehensive income for the year ended 31st of December 2022;
- vi. A copy of bid documents; and
- vii. Any other requirements specified in this document.
- viii. The bidder **should not** write the address of the bidder in the envelope containing the bid documents and the envelope should be marked **Do not open before 31st of March 2023, 2:00 PM** and the bid should be addressed to:

**“The Chairperson
Tender Committee
Post Box# 315
Royal Insurance Corporation of Bhutan Limited
Thimphu”**



- a. Along with your original bid documents, the bidder should submit the copy of bid documents (Duplicate/Copy) inside the sealed confidential envelope. **The Duplicate/Copy of the bid document shall be opened for evaluation of bids.**
- b. The bidders should submit the technical and financial bid in separate envelopes inside the sealed confidential envelope.
- c. Bid document must be properly bound and not stapled for proper handling of bid documents and to prevent loss of pages.
- d. Soft copies of bids/ E-bids will not be accepted in any circumstances.
- e. Bids received after the submission date and time will not be entertained under any circumstances.
- f. Proper address of the bidder must be submitted with name of contact person with designation, Office phone number, Post Box number (if applicable), Email address for future correspondences.

7. Client's right to accept any bid and reject any or all bids

- 7.1 Any deviation from the terms and conditions mentioned in this bid document will be treated as non-responsive and the bid shall be rejected.
- 7.2 The Client reserves the right to accept or reject any/all bids as well as annul the bidding process at any time prior to award of Contract.

8. Clarification of Bidding Documents

- 8.1 Prospective bidders requiring any further information or clarification in the bid document may notify the Client in writing in the mailing address indicated in the invitation for Bids. The Client will respond in writing provided the request is received not later than ten (10) days prior to the deadline for the submission of bids prescribed under this document by the Client.
- 8.2 Any change/ addendum in the bidding documents will be notified in writing to the prospective bidders who have purchased the bidding documents, and prospective bidders purchasing the bidding documents must mention proper address during purchase.

9. Opening of the Bid

The Bid will be opened by the Tender Committee of the Client in the presence of bidders or their representatives. The Client is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

10. Evaluation of Bid

- 10.1 The Bid shall be evaluated by the Evaluation Committee appointed by the Tender Committee of the Client.
- 10.2 The Bid evaluation will be measure of 30% in financial and 70% in technical score and the contract will be awarded to the highest score.
- 10.3 The bidder will determine for bid by making any correction for any arithmetical errors. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- 10.4 If the service provider refuses to accept the correction, this bid will be rejected and the bid security shall be forfeited.
- 10.5 The Evaluation Committee constituted by the Tender Committee of the Client shall assess bids for awarding the contract.



11. Award of contract:

11.1 Award Criteria

The Client shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be highest score evaluated bid, further provided that the bidder is determined to be eligible and qualified and has the capacity and capability to fulfill the contract.

11.2 Letter of Acceptance

(i). Prior to the expiry of the period of bid validity, the Client shall notify, the successful bidder, through a Letter of Acceptance (LoA) that its bid has been accepted indicating the award price.

(ii). Until a formal contract is prepared and executed, the LoA shall constitute a binding contract between the successful bidder and the RICB.

(iii). Upon the furnishing of performance security by the successful bidder, RICB shall promptly notify each unsuccessful bidder to return their bid security/Earnest Money Deposit (EMD).

11.3 Signing of Contract Agreement

(i) While notifying the successful Bidder in writing through the LoA that its Bid has been accepted, the Client shall invite the successful Bidder for signing of Contract Agreement.

(ii) The contract agreement shall be signed within ten working days of the issuance of the LoA.

11.4 Performance Security

(i) The 10% of contract value shall be submitted as performance security in the form of Demand Draft/Cash Warrant/Bank Guarantee from the successful bidder and shall be refunded at the end of the contract period.

(ii) Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, RICB may award the Contract to the 2nd highest score evaluated Bidder whose offer is substantially responsive and is determined by RICBL to be qualified to perform the Contract satisfactorily or call for fresh bids.



TERMS OF REFERENCE (TOR) OF THE CONTRACT

The terms and conditions hereinafter may only be varied with the written agreement of the Client and no terms and conditions put forward at any time by the service provider shall form any part of the contract. The terms and conditions of the contract agreement shall be as under:

1. Contract Duration

The contract duration shall for a period of **24 months** from the date of award of contract.

2. Scope of work

The successful service provider will be required to:

- i) Provide security arrangements for RICB's premises at Corporate Office and Main Branch Office at Phuentsholing.
- ii) Undertake to engage, employ and provide seven security personnel including one Supervisor at Corporate Office, Thimphu and six security personnel including one Supervisor at Main Branch Office, Phuentsholing.

3. Roles and Responsibilities

3.1 A detailed and specific roles and responsibilities of the security personnel shall be specified in the contract agreement. However, following are the broad roles and responsibilities of the service provider:

- a. Securing and safeguarding the RICB's building/premises and its properties at Corporate Office, Thimphu and Main Branch Office at Phuentsholing;
- b. Taking responsibility for any loss of property or liability caused to RICB due to security breach and/or lapses;
- c. Ensure that the security personnel provided to RICB are not below the age of 18 years;
- d. The service provider shall provide uniform, equipment's and Identity Cards to each of its security personnel engaged under this arrangement; and
- e. The service provider shall provide names of contact person with mobile number (24 hours functional) for contacting under emergency condition.

3.2 The service provider shall be responsible for:

- a. Monitoring overall movement of visitor's vehicles & customers entering and leaving the office premises of RICB;
- b. Providing security services to the offices located within the RICB building;
- c. Maintaining detail records of movement of vehicles and/or materials/goods, both incoming and outgoing to and from the RICB premises;
- d. Monitoring overall arrangement of reserved parking areas & restriction of unauthorized vehicles from parking in reserved parking areas;
- e. Ensuring that the main gate and the entry gate from the Bhutan Post (at the Corporate Office, Thimphu) are opened and closed as per written notice RICB;
- f. Ensuring that visitors are treated with due respects & courtesy, and are guided to the respective offices located within the RICB building;
- g. Maintaining detail record of any incidence occurring within the premises of RICB in the Incident Register on daily basis and submitting it by next morning to the RICB;
- h. Frisking any suspicious visitors including vehicles entering & leaving the RICB premises;
- i. Ensuring that the main gate is opened during Sundays & Government Holidays for employees who are working overtime;



- j. Maintaining separate register of record by the security personnel on duty regarding entry and exit of employees and other visitors to and from the RICB premises during Sundays, Government Holidays, and after office hours;
- k. Informing the RICB of any kind of emergencies or incidences at the office premises, which may be detrimental to the interest of the RICB;
- l. Maintaining the attendance register of the security personnel at the site and submitting the same to the designated official of the RICB as required under the contract agreement;
- m. Maintaining the alternative arrangement of duty with intimation to RICB upon leave/absence of the security personnel at the RICB premises;
- n. Compliance with Labour and Employment laws of Bhutan in terms of recruitment and remuneration of the security personnel deployed at the RICB premises.

3.3 Submission of CVs of each and every security personnel deployed at the RICB premises. Such CVs must contain the following documents and information:

- a. Bio data with photo
- b. High School or Diploma certificates.
- c. Appropriate security training certificate.
- d. Previous work experience testimonials.

4. Termination of Contract

Standard Bidding Tender Document for providing Security Services at the Royal Insurance Corporation of Bhutan Limited for the year 2023.

RICB shall terminate the contract prematurely and discharge the service provider without prejudice to other rights and remedies available to it, and forfeit the performance security on the following grounds:

- i. If the service provider becomes insolvent; or
- ii. If it fails and/or neglects to perform its roles and responsibilities to the satisfaction of RICB; or
- iii. If the service provider or its security personnel are found involved in undesirable or illegal activities; or
- iv. If repeated complaints have been received against the service provider and/or its security personnel from employees of RICB or other employees of those offices housed in the RICB buildings regarding the behavior of security personnel and/or quality of service provided.
- v. In case of termination of the contract, the RICB shall be entitled to appoint a new service provider.

5. Reservation of rights:

- i. The RICB reserves the right to amend, modify or terminate any of the procedures or requirements set out in this TOR at any time or from time to time without prior notice.
- ii. The RICB further reserves the right to accept or reject the lowest or any proposal or bid.

6. Dispute and Adjudication.

Any disputes arising from the implementation of the provisions of the contract shall be settled amicably through negotiation. In the event amicable settlement through negotiation fails, the case shall be adjudicated at the Royal Court of Justice of competent jurisdiction as per laws of Bhutan.



7. Use of Contract Documents and Information

The vendor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample or information by or on behalf of the Client in connection therewith, to any person other than a person employed or any entity made in confidence and shall extend so far as may be necessary for purposes of such performance.

8. Sub-Contracts

The vendor shall not sub-contract all or any part of the Contract.

9. Patent Rights

The vendor shall ensure that goods supplied to the Client are free from all encumbrances, charges, lien, hypothecation, pledge, trademark, or patent laws and indemnify the Client against all third-party claims relating to infringement of patent, trademark or industrial design rights arising from use of goods or technology or know-how or any part of the same.

10. Payment

Bidders are required to submit a workable payment terms or can be negotiated based on the terms submitted with mentions of milestones.

11. Taxation and Duties

All payments are subject to deduction of Tax Deducted at Source (TDS) in accordance with the taxation rules and regulations of the Royal Government of Bhutan at prevailing rate during the time of payment.



Format of Technical Bid for providing Security Services at RICB.

Name & Address of the Service Provider:		
Sl. No	Criteria	Details
1	Nature of the service provider's firm	
2	Year of Experience of the Security Personnel of the service provider: i. ii. iii. iv. v. vi. vii. viii. ix. x. xi. xii. xiii.	
3	Number of assignments in hand	
4	System of controlling and monitoring Security Personnel	

Signature of the service provider	Service provider's official stamp
Date :	



Format of Financial Bidding for providing Security Services at RICB .

Name & Address of the Service Provider:

Sl. No	Particulars	(A) Monthly Remuneration	(B) No. of security personnel required	(A*B) Total Cost
1	Manpower Cost: Corporate Office, Thimphu	.....	One	.....
	i. Supervisor ii. Security personnel	.....	Six	.....
2	Manpower Cost: Main Branch, Phuentsholing	.....	One	.....
	i. Supervisor ii. Security personnel	.....	Five	.....
3	Service Charge			
4	Tax			
Sub- Total				
Cost per month				
Cost per annum				

Total amount in Nu.
(In words)

Signature of the service provider Date :	Service provider's official stamp
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BID FORM

The Chairperson
Tender Committee
Royal Insurance Corporation of Bhutan Ltd.
Thimphu, Bhutan

Dear Sir,

Having examined the bidding documents, we the undersigned, offer to provide the security services as specified with the said bidding documents in accordance with the price schedules enclosed in Financial Bid.

We undertake, if our bid is accepted, to provide security service within months from the date of signing the Contract Agreement.

If our bid is accepted, we will provide the performance security mentioned in this document, for the due performance of the Contract.

We agree to abide by this bid for the period of 180 days from the date fixed for bid closing date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest-priced or any bid that you may receive.

Dated this _____ day of _____ 20_____

(Signature)

Name and Seal

Duly authorized to sign Bid for and on behalf of _____



INTEGRITY PACT

1. General:

Whereas Mr/Mrs. _____
representing the Royal Insurance Corporation of Bhutan, hereinafter referred to as
the **"Employer"** on one part, and
_____ 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** and **contract administration**, 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.





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ROYAL INSURANCE CORPORATION OF BHUTAN LTD.

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- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by 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, mis-representation, 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

Thimphu Post Box # 315
Pling Post Box # 77

EPABX ☎ : + 975-2-321037, 321161, 323487, 322426, 324282, 325858, 328307
323993, 252509, 252482
Fax: 02-323677, 336086, 336085, 325725

Email: contactus@ricb.bt, Website: www.ricb.bt Toll Free Nos: Tashi cell-1811, 1511 & B-Mobile-1818, 1515





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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
p

EMPLOYER

BIDDER/REPRESENTATIVE

CID:

CID:

Witness: _____

Witness: _____

Name:

Name:

CID:

CID:

Thimphu Post Box # 315
Pling Post Box # 77

EPABX ☎ : + 975-2-321037, 321161, 323487, 322426, 324282, 325258, 328307
323993, 252509, 252482
Fax: 02-323677, 336086, 336085, 325725

Email: contactus@ricb.bt, Website: www.ricb.bt Toll Free Nos: Tashi cell-1811, 1511 & B-Mobile-1818, 1515

